General Terms and Conditions (GTC)

KraLos GmbH | Version 1.1 | As of: October 2026

1. Scope of Application

1.1 These General Terms and Conditions ("GTC") apply to all contracts between KraLos GmbH ("KraLos") and its customers for the provision, licensing, delivery or provision of software, software-as-a-service (SaaS), cybersecurity solutions, hardware, support, maintenance, consulting and other services.

1.2 The offers of KraLos are aimed exclusively at entrepreneurs within the meaning of § 14 BGB, legal entities under public law and special funds under public law. Contracts with consumers are not concluded.

1.3 These GTC apply in particular to the products and solutions WEBOUNCER, SHADOWKEY, Phishing-Guard as well as to other products, platforms and services offered or developed by KraLos in the future.

1.4 Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract, unless KraLos expressly agrees to their validity in text form.

1.5 Individual agreements, offers, service descriptions, purchase orders, license agreements, service level agreements ("SLA"), order processing agreements ("DPA") or other expressly agreed contractual components shall take precedence over these GTC in the event of a contradiction.

2. Conclusion of Contract

2.1 Offers from KraLos are subject to change and non-binding, unless they are expressly stated to be binding.

2.2 In particular, a contract shall be entered into by

- Signing an offer or contract,
- electronic acceptance of an offer,
- Ordering via an order option provided by KraLos,
- express order confirmation by KraLos or
- provision or activation of the agreed service.

2.3 The specific scope of services results from the respective offer, the order, the service description or a separate contractual agreement.

2.4 Technical specifications, product descriptions, presentations, demonstrations and marketing materials do not constitute a guarantee of quality, unless such has been expressly agreed.

3. Services of KraLos

3.1 KraLos develops and operates solutions in the field of cybersecurity, data protection, encryption, protection of digital infrastructures and digital communication.

3.2 Depending on the respective contract, services may include, in particular:

- Provision of domains, web space and hosting services,
- Provision of SaaS and cloud services,
- Provision and licensing of software,
- Provision of on-premise or hardware solutions,
- Cybersecurity and protection services,
- Encryption solutions,
- Analysis and detection functions,
- technical integration and configuration,
- Support and maintenance,
- Updates and further developments,
- Consulting and project services,
- API and interface provision,
- White label and partner solutions.

3.3 KraLos is entitled to further develop its products and services technically, provided that this does not significantly impair the essential contractually agreed functions.

3.4 KraLos may use suitable subcontractors, hosting providers, data centers or other service providers for the provision of services.

4. Cybersecurity and performance limits

4.1 The solutions offered by KraLos are designed to improve IT and cyber security and reduce digital risks.

4.2 The Client is aware that complete protection against cyber attacks, malware, phishing, zero-day attacks, manipulation, failures or other attack methods cannot be guaranteed according to the state of the art.

4.3 Unless expressly agreed in writing, KraLos therefore does not owe a specific security status and a complete exclusion of successful cyber attacks, but the contractual provision of the agreed security functions.

4.4 Security, analysis, classification or detection functions may lead to false-positive or false-negative results for technical reasons. This in itself does not constitute a defect, provided that the solution as a whole corresponds to the agreed scope of services.

4.5 The Customer remains responsible for the security of its own systems, end devices, user accounts, access data, networks, applications, data and internal processes, unless such responsibility has been expressly assumed by KraLo.

5. SaaS and cloud services

5.1 In the case of SaaS services, the Customer shall receive the non-exclusive, non-transferable right to use the respective Solution for the duration of the Agreement, limited to the agreed scope of use.

5.2 There will be no transfer of ownership or transfer of source code, software or intellectual property rights.

5.3 Availability is only binding if it has been set out in an SLA or other express agreement.

5.4 In particular, periods due to:

- announced maintenance work,
- mandatory security measures,
- force majeure,
- Disruptions outside the area of responsibility of KraLos,
- disruptions to internet, telecommunications or infrastructure providers,
- attacks of exceptional scope, insofar as they could not be prevented even with appropriate protective measures,
- actions or misconfigurations by the customer.

6. Software and Licenses

6.1 Software, including all updates, enhancements, documentation and underlying technologies, remains the intellectual property of KraLos or the respective rights holder.

6.2 The customer receives only the rights of use specified in the respective contract.

6.3 Without the express consent of KraLos in particular, the customer is not permitted to:

- to reproduce software, insofar as this is not necessary for use in accordance with the contract,
- resell software or make it available to third parties,
- protection mechanisms,
- Reverse engineer, decompile, or disassemble unless required by law,
- Circumvent license, security, or access restrictions.

6.4 License models can be measured in particular according to users, devices, domains, instances, clients, durations, data volume or other units defined in the offer.

7. Hardware

7.1 Insofar as KraLos provides hardware, ownership, period of use and remuneration result from the respective contract.

7.2 In the case of merely provided hardware, KraLos remains the owner of the hardware.

7.3 The Customer is obliged to handle any hardware provided with care and to protect it from loss, damage and unauthorized access.

7.4 After the end of the contract, hardware provided must be returned within the reasonable period specified by KraLos.

7.5 KraLos may demand compensation for damage, manipulation or loss caused by the customer or third parties.

8. Obligations of the customer

8.1 The Client shall be obliged to carry out all acts of cooperation necessary for the provision of services in good time.

8.2 These include, in particular:

- Providing accurate technical information,
- Provision of necessary access and authorizations,
- Compliance with technical requirements,
- protection of access data,
- Immediate reporting of detected security incidents,
- Compliance with provided documentation and security requirements.

8.3 Access data may only be made available to authorised persons.

8.4 The Client shall inform KraLos immediately if there is a suspicion that access data, keys, tokens or other authentication features have been compromised.

8.5 The customer may not use the services of KraLos for illegal purposes or to harm third parties.

8.6 In the case of hosting services, the special responsibilities and obligations to cooperate in accordance with Clause 9 shall also apply.

9. Special conditions for hosting services

9.1 KraLos also offers the provision and hosting of domains, web space and associated technical services independently of the use of WEBOUNCER. The specific scope of services results from the respective contractual agreement.

9.2 The hosting services may be provided on the company's own infrastructure or with the use of external hosting service providers. The technical administration, maintenance and safeguarding of the hosting infrastructure shall be carried out by KraLos or the service providers used in accordance with the agreed scope of services. KraLo's contractual obligations towards the customer shall remain unaffected by this.

9.3 Unless additional maintenance or security services have been expressly agreed, the Customer is responsible for the security, administration, maintenance and updating of its websites, web applications, content management systems, plugins and extensions operated on the web space. In particular, the customer must install necessary security updates in a timely manner, secure access and take appropriate measures against known vulnerabilities.

9.4 Pure hosting without WEBOUNCER does not include application-specific monitoring for attacks or anomalies, no continuous security analysis of the customer applications and no automated attack defense by WEBOUNCER. Regular technical security measures for the operation of the hosting infrastructure remain unaffected by this.

9.5 Data backups of the customer applications and their content are only owed to the extent that they are expressly included in the agreed scope of services. In all other respects, the customer's responsibility for appropriate data backups in accordance with Section 20 remains unaffected.

9.6 KraLos may support the Client in administration, maintenance, updates, security testing and restoration of its web applications upon separate assignment. Insofar as these services are not already contractually owed, they will be remunerated separately by agreement.

9.7 If there are concrete indications of a significant security risk posed by a customer website or application, KraLos may take the necessary and proportionate protective measures, in particular temporarily restrict affected services or access. As far as the danger situation permits, the customer will be informed in advance and given an appropriate opportunity to remedy the situation. In the event of acute danger, necessary measures may be taken without prior notice; the customer will then be informed immediately, unless there are compelling reasons to the contrary.

9.8 Measures are to be limited to what is necessary. The affected services will be released again as soon as the danger has been eliminated or there are no longer sufficient indications of their continued existence and no other legal or contractual reasons to the contrary.

9.9 The regulations apply accordingly if hosting services are provided by commissioned external service providers. Legal rights of the customer and the contractually owed services of KraLos remain unaffected.

10. Special conditions for cybersecurity systems

10.1 The Customer shall not disable or circumvent any protection, control, licensing or tamper detection mechanisms of KraLos.

10.2 Automated tests, penetration tests, load tests or targeted attacks against infrastructure operated by KraLos require the prior consent of KraLos to the extent that they go beyond the use in accordance with the contract.

10.3 Without prejudice to the special regulations on hosting services in accordance with Section 9, KraLos is entitled to temporarily restrict individual access or functions in the event of a concrete threat to the security of its own systems, other customers or third parties, insofar as this is necessary to avert the danger.

10.4 KraLos shall minimise the effects of such a measure on the Client to the extent technically and economically reasonable.

11. Remuneration and payment terms

11.1 The prices agreed in the respective offer or contract apply.

11.2 All prices are net plus the applicable statutory value added tax, insofar as this is incurred.

11.3 Recurring fees may be calculated in advance on a monthly, quarterly or annual basis, depending on the contract.

11.4 Unless otherwise agreed, invoices are due for payment without deduction within 14 calendar days of the invoice date.

11.5 In the event of default of payment, the statutory provisions on default shall apply.

11.6 In the event of significant delay in payment, KraLos is entitled to temporarily restrict or suspend services after prior notice and reasonable deadline, insofar as this is appropriate taking into account the interests of both parties.

12. Term of Contract and Termination

12.1 Unless otherwise agreed, the minimum contract term for recurring SaaS, license, maintenance or services is twelve months.

12.2 The contract shall be extended for a further twelve months after the expiry of the respective contract period, unless it is terminated in text form by a party with a notice period of three months to the end of the respective contract period.

12.3 Different terms and notice periods may be agreed in the respective offer or contract.

12.4 The right to extraordinary termination for good cause remains unaffected.

12.5 Good cause shall be deemed to exist in particular if a party repeatedly or seriously violates essential contractual obligations despite setting a reasonable deadline.

12.6 In the event of significant security breaches, intentional misuse of the services or unlawful use, it may be unnecessary to set a deadline in advance if it would be unreasonable to comply with it.

13. Updates and Product Changes

13.1 KraLos is entitled to make updates, patches, security updates and functional developments during the term of the contract.

13.2 This applies in particular if changes are necessary in order to:

- eliminate security risks,
- to comply with legal requirements,
- technical developments,
- improve compatibility or stability, or
- Reduce the possibility of abuse.

13.3 Essential contractually agreed functions may not be significantly restricted by this without objective reason.

14. Support

14.1 The type and scope of support result from the respective contract or support model.

14.2 Unless specific response or recovery times have been agreed, there are no guaranteed response or recovery times.

14.3 Agreed service levels result exclusively from the applicable SLA.

15. Data protection

15.1 The parties comply with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR).

15.2 Insofar as KraLos processes personal data on behalf of the customer, the parties – to the extent required by law – conclude an agreement on order processing in accordance with Art. 28 GDPR.

15.3 The Client is responsible for the lawfulness of the processing of personal data initiated by the Client insofar as it is the data protection controller.

15.4 Further information on the processing of personal data by KraLos can be found in the applicable data protection information.

16. Confidentiality

16.1 Both parties undertake to keep secret all confidential information of the other party that becomes known to them in connection with the business relationship.

16.2 In particular, the following are considered confidential:

- technical information,
- Security architectures,
- Source codes and algorithms,
- configurations,
- access data,
- Business and sales information,
- Price and contract information,
- Product roadmaps,
- unpublished security mechanisms.

16.3 The obligation does not apply to information that was demonstrably in the public domain or becomes public knowledge without breach of any confidentiality obligation.

16.4 Statutory disclosure obligations remain unaffected.

17. Intellectual Property

17.1 All rights to the products, technologies, trademarks, software components, designs, security mechanisms, patents, patent applications, documentation, concepts and other work results of KraLos remain with KraLos, unless expressly agreed otherwise.

17.2 The customer shall only receive the rights necessary for use in accordance with the contract.

17.3 No ownership or proprietary rights are transferred by the use of the Products.

18. White label and partner solutions

18.1 White label, reseller, OEM and partner rights require a separate agreement.

18.2 Without such an agreement, the Customer is not entitled to resell KraLos products or services under its own brand or offer it for use to third parties.

18.3 Technical property rights, source codes and underlying technologies remain with KraLos, even in the case of white label solutions, unless expressly agreed otherwise.

19. Warranty

19.1 KraLos warrants that the agreed services essentially correspond to the contractually agreed quality.

19.2 The customer must report recognizable defects in a comprehensible form immediately after discovery.

19.3 KraLos is first given the opportunity to remedy the situation.

19.4 KraLos may, at its own discretion, remedy a defect, provide an error-free version or – as far as is reasonable for the Customer – provide an equivalent technical solution.

19.5 If subsequent performance fails, the customer shall be entitled to the statutory rights in accordance with the contractual and statutory requirements.

19.6 There shall be no claims for defects insofar as an impairment in particular on

- improper use,
- unapproved changes,
- misconfigurations of the customer,
- unsupported system environments or
- disturbances outside the area of responsibility of KraLos due to the

20. Liability

20.1 KraLos is liable without limitation

- in the event of intent and gross negligence,
- in the event of culpable injury to life, limb or health,
- in accordance with mandatory statutory liability provisions, and
- to the extent of any warranties expressly given.

20.2 In the event of a slightly negligent breach of essential contractual obligations, KraLos shall only be liable for the damage typical of the contract and foreseeable at the time of conclusion of the contract.

20.3 Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract in the first place and on the compliance of which the respective other contracting party may regularly rely.

20.4 To the extent permitted by law, liability in the event of a slightly negligent breach of essential contractual obligations shall be limited to the net remuneration owed by the Client for the respective contract year. In the case of one-off remuneration, the net remuneration for the affected service shall take its place.

20.5 The above limitations of liability also apply to the benefit of KraLos' legal representatives, employees and vicarious agents.

20.6 Insofar as KraLos is not liable under the above provisions, KraLos shall not be liable in particular for indirect or consequential damages, insofar as their exclusion is legally permissible.

21. Data Loss

21.1 Insofar as the customer is responsible for backing up his data, he must make appropriate data backups in accordance with the state of the art.

21.2 In the event of a loss of data for which KraLos is responsible, liability is limited – to the extent permitted by law – to the effort that would have been necessary to restore the data if the data had been backed up properly and regularly.

22. Force majeure

22.1 Neither party shall be liable for any delay or failure to perform due to force majeure events beyond its reasonable control.

22.2 This may include, in particular, natural disasters, war, terrorism, official measures, widespread failures of telecommunications or energy infrastructures, labour disputes, pandemics as well as extraordinary cyber attacks that cannot be controlled by appropriate measures.

22.3 The affected party shall, as far as possible, inform the other party of any significant effects without undue delay.

23. Export controls and sanctions

23.1 The Customer undertakes to comply with all applicable export control, embargo and sanctions regulations when using, transferring and exporting KraLos products and technologies.

23.2 The Customer may not transfer products or technologies of KraLos to countries, organizations or persons to the extent that this violates applicable legal regulations.

23.3 KraLos is entitled to suspend services or terminate a contract extraordinarily if its execution would violate mandatory export control or sanctions regulations.

24. Reference

24.1 A public use of the Customer's name, logo or other distinctive signs by KraLos as a reference customer shall only take place with the prior consent of the Customer, unless otherwise agreed in the respective contract.

25. Assignment

25.1 The assignment of material rights or claims arising from the contractual relationship to third parties requires the prior consent of the other party, unless otherwise provided by law.

25.2 Consent may not be unreasonably withheld.

26. Changes to these Terms and Conditions

26.1 For newly concluded contracts, the version of these GTC incorporated at the time of the respective conclusion of the contract shall apply.

26.2 Changes to these T&Cs for existing contractual relationships shall only take effect if this is contractually or legally permissible and the Customer has been informed of this in an appropriate manner.

26.3 Significant changes to the subject matter of the contract, the remuneration or central performance obligations do not occur solely as a result of an amendment to these GTC.

27. Offsetting and rights of retention

27.1 The Customer may offset its own claims if they are undisputed, legally established or ready for a decision.

27.2 Rights of retention may only be exercised in respect of claims arising from the same contractual relationship, to the extent permitted by law.

28. Final Provisions

28.1 Changes and additions to the contract must be made at least in text form, unless a stricter form is prescribed by law. Individual agreements remain unaffected by this.

28.2 Should any provision of these GTC be or become invalid or unenforceable in whole or in part, the remaining provisions and the contract shall remain effective in all other respects. The statutory provisions shall apply instead of the invalid or unenforceable provision.

28.3 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), insofar as its exclusion is permissible.

28.4 The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is – to the extent permitted by law – the registered office of KraLos GmbH.

28.5 The place of performance is, to the extent permitted by law and unless expressly agreed otherwise, the registered office of