Terms of Use for the "Sesame" SaaS Platform

Version: August 7, 2025

1. Scope

These terms of use apply to the use of the cloud-based platform "Sesame", provided by

contexxt.ai Technologies GmbH
Campus, Building A1.1
66123 Saarbrücken, Germany

(hereinafter referred to as the "Provider").

By registering a tenant or using the platform, these terms are deemed accepted in their current version.

2. Description of Services

Sesame is a cloud-based Software-as-a-Service (SaaS) platform for AI-assisted analysis, processing, and retrieval of information from user-provided content.

Key features of the platform include:

- Upload and management of documents
- Semantic search based on vector databases
- Interaction with Large Language Models (LLMs) via a Retrieval-Augmented Generation (RAG) architecture
- API access for integration with existing systems
- Organization-specific configurations and role management

Use of the platform is exclusively via a web-based interface and documented APIs. Local installation or on-premise deployment is not provided for under these terms of use.

3. Conclusion of Contract

A contractual relationship for the use of Sesame is established upon successful registration of a tenant. Acceptance of these terms occurs upon completion of the registration process— regardless of whether a free trial or a paid subscription is used.

Use without prior registration of a tenant is not intended and technically excluded.

The contractual relationship becomes active upon subscription or use of API-based services. Payments are processed via the payment service provider Stripe. The applicable prices and terms at the time of contract conclusion apply.

4. User Responsibilities

The Sesame platform may only be used in accordance with applicable laws and these terms of use. Users are responsible for ensuring that their content, access, and actions do not violate the rights of third parties or impair the secure operation of the platform.

In particular, the following is prohibited:

- Uploading or processing unlawful, offensive, discriminatory, or personal data without legal basis
- Attempting unauthorized access to systems, data, or user accounts
- Use of automated access methods outside the documented APIs
- Circumventing or impairing security mechanisms
- Using the platform in a way that compromises its integrity, availability, or performance

Organizational Responsibility

When used in an organizational, team, or tenant context, the registering person (tenant owner) is responsible for ensuring that:

- all added users are aware of and comply with these terms of use,
- roles and permissions within the organization are properly assigned and managed,
- access credentials are revoked or updated when team members change,
- data protection obligations for shared or personal data are fulfilled.

The Provider assumes no liability for violations by other tenant members unless caused by a system error or breach of duty by the Provider.

Credential Confidentiality

Access credentials (e.g., API tokens, passwords) must be kept confidential and not shared

with third parties. Misuse or negligent disclosure may lead to account suspension.

5. Availability and Support

The Provider strives to make Sesame available with minimal disruptions. Temporary limitations may occur due to maintenance, updates, or system-related issues (e.g., network or server outages).

There is no entitlement to uninterrupted availability at all times.

Support requests can be submitted via email to support@contexxt.ai. No guaranteed response time is given, but the Provider will make reasonable efforts to respond promptly.

6. Data Protection

The processing of personal data within the platform is carried out in accordance with applicable data protection laws.

Details regarding the handling of personal data, involvement of third-party providers, and data subject rights can be found in the current privacy policy at:

https://contexxt.ai/privacy-policy-EN

This policy forms part of these terms of use.

7. Liability

The Provider is only liable for damages resulting from intentional or grossly negligent breach of duty. In the case of minor negligence, liability is limited to typical and foreseeable damages.

The Provider is not liable for data loss that could have been prevented by appropriate user-side backup measures.

Liability for loss of profits, indirect damages, or consequential damages is excluded.

These limitations of liability do not apply in cases of injury to life, body, or health, or in the case of mandatory statutory liability, in particular under product liability law.

8. Term, Renewal, and Termination

Paid subscriptions are available on a monthly or annual basis depending on the selected plan.

Subscriptions renew automatically for the chosen term unless terminated before the end of the current period. Termination is possible at any time via the platform or by email.

Payments are made in advance for the upcoming billing period. Partial refunds for cancellations during an active period are excluded.

Trial access ends automatically after the defined test period without requiring termination.

The right to extraordinary termination for good cause remains unaffected.

9. Governing Law and Jurisdiction

These terms of use are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all disputes arising from or in connection with these terms is, to the extent permitted by law, the registered office of contexxt.ai Technologies GmbH.

10. Changes to the Terms

The Provider reserves the right to change these terms of use at any time, provided this is necessary for legal, technical, or economic reasons.

Changes will be announced on the platform before taking effect. Users will be informed of material changes via email or within the application. The most recent version is available at: https://contexxt.ai/tandc-en/

Continued use of the platform after changes have taken effect constitutes acceptance of the new terms. A formal objection entitles either party to extraordinary termination effective as of the change date.

11. Language Version

These terms of use are provided in German and English. The English version is for informational purposes only.

In case of discrepancies or interpretation issues, the German version shall be solely legally binding.