

General Terms and Conditions (GTC)

Last Updated: 2026-05-09 Effective Date: 2026-06-08

1. Scope and Formation of Contract

1.1. These General Terms and Conditions ("**GTC**") of Genz IT Solutions GmbH, Brückengasse 1b, 78462 Konstanz ("**Provider**") apply to the use of the Capawesome Platform. The services of Capawesome Cloud and Capawesome Insiders are collectively referred to as the "**Capawesome Platform**".

1.2. The Capawesome Platform is offered exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code) ("**Customer**"). By entering into the contract, the Customer confirms that it is acting as an entrepreneur within the meaning of § 14 BGB.

1.3. The standalone use of open-source libraries from the Capawesome organisation without communication with the Capawesome Platform is governed exclusively by the respective open-source licence. These GTC only apply where such a library is used to communicate with the Capawesome Platform.

1.4. Formation of contract via self-serve: The Customer submits a binding offer via the website. The Provider accepts the offer by express declaration, activation of access, or payment confirmation within five days. If acceptance is not made within that period, the offer lapses.

1.5. Formation of contract via order form (sales-led): Individual order forms ("**Order Form**") are negotiated between the parties and become effective upon mutual signature or equivalent consent in text form (§ 126b BGB (German Civil Code)). Each order must reference a currently valid quotation.

1.6. Deviating or conflicting general terms and conditions of the Customer shall not form part of the contract unless the Provider expressly agrees to their application in text form. This also applies where the Provider performs services without reservation in the knowledge of conflicting terms.

1.7. In the event of a conflict between contractual documents, the following order of precedence shall apply (highest first): Order Form, Data Processing Agreement (for data processing), Service Level Agreement (for availability), Support Policy (for response times), these GTC, EULA (for software licensing), Acceptable Use Policy. For open-source components (SDKs, libraries, tools), the respective open-source licences shall apply exclusively; the foregoing order of precedence does not apply in that respect. The terms of the Merchant of Record shall apply exclusively to payment processing and refunds, not to service content or operations.

2. Scope of Services

2.1. The current feature scope of the Capawesome Platform is set out on the respective product pages at <https://capawesome.io> and <https://cloud.capawesome.io>.

2.2. The Provider is entitled to develop and modify the Capawesome Platform for objective reasons (technological advancement, security requirements, regulatory requirements). Where modifications materially and adversely change the feature scope for the Customer, the Provider shall notify the Customer at least 60 days in advance in text form. In such case, the Customer shall have an extraordinary termination right effective as of the date the modification takes effect.

2.3. The Capawesome Platform integrates services from third-party platforms, in particular Apple and Google. The availability and feature scope of individual services may depend on their policies and APIs.

2.4. The Provider does not warrant that applications using Capawesome services will be approved by Apple or Google for distribution through their stores or will remain listed there. The Customer is responsible for compliance with the respective store guidelines for submitted content.

2.5. As part of Native Builds, the build pipeline downloads open-source packages via package managers (e.g. npm, CocoaPods, Gradle, Maven) from third-party registries. The selection, security, licence compliance, and availability of these packages are the Customer's responsibility.

2.6. The Provider may offer optional AI-assisted features (e.g. analysis of build logs). Use of such features is opt-in per request. The Provider does not warrant the accuracy or completeness of AI-generated output. The Customer shall verify the output before relying on it.

3. Account and Customer Obligations

3.1. The Customer shall provide truthful and complete information when creating an account and shall keep such information up to date. The Customer shall secure its access credentials against unauthorised access and shall be liable for all actions carried out under its account.

3.2. The Customer shall use a real, permanently attributable business email address when creating and maintaining an account. The Provider is entitled to reject or suspend accounts with temporary, anonymised, or disposable email addresses.

3.3. The Customer is the sole Controller under data protection law for end-user data transmitted to the Cloud services via Capawesome SDKs. The Customer shall independently obtain and maintain all consents, notices, and legal bases required under the GDPR and the TDDDG (German Telecommunications Digital Services Data Protection Act) before embedding the SDKs in its applications.

3.4. The Customer is responsible for compliance with the applicable app store guidelines of Apple and Google insofar as it uses Capawesome services for the distribution or publication of applications.

3.5. The Customer warrants that neither it nor its end users are domiciled in countries or regions subject to EU, UN, or US sanctions and are not listed on any sanctions lists.

3.6. Insofar as the Customer provides store credentials and build secrets (in particular Apple API keys, .p12 certificates, provisioning profiles, Android keystores) to the Provider, the Customer shall provide valid credentials, maintain its own backups, and revoke them immediately on the Apple or Google side if there is any suspicion of compromise.

4. Acceptable Use

4.1. Use of the Capawesome Platform is subject to the applicable Acceptable Use Policy at <https://capawesome.io/acceptable-use>.

4.2. Violations of the Acceptable Use Policy shall entitle the Provider to block affected content or accounts and to terminate for cause.

5. Trial Period and Beta

5.1. For self-serve customers, the Provider offers a free trial period of 14 days from activation ("**Trial Period**"). The Trial Period covers the entire Capawesome Platform including Insiders SDKs. During the Trial Period, these GTC, the EULA, and the Data Processing Agreement shall apply in full as for paying customers, including the standard liability regime.

5.2. Upon expiry of the Trial Period, access shall end automatically unless the Customer subscribes to a paid plan. The standard Trial Period is available exclusively to self-serve customers. For sales-led customers, any trial or pilot periods shall be agreed individually in the respective quotation.

5.3. Features expressly designated by the Provider as "**Beta**" are provided without warranty and without SLA. For features expressly designated as Beta, liability is limited to intent, gross negligence, and fraudulent concealment of defects; Section 12.1 remains unaffected. This limitation does not apply to the Trial Period under Section 5.1.

6. Prices and Payment

6.1. **Self-Serve:** Payment processing for self-serve orders is handled by a Merchant of Record ("**MoR**"), currently Polar Software Inc. or Lemon Squeazy LLC. Payment, invoicing, tax calculation, and refunds are governed by the terms of the respective MoR. The billing period and automatic renewal result from the Customer's selection at checkout.

6.2. The Provider shall not be liable for payment processing errors, tax calculation errors, or refund delays caused by the MoR.

6.3. **Sales-Led:** The Provider shall invoice the Customer directly. The payment term is 30 days net from the invoice date. The term results from the respective quotation. There is no automatic renewal. A follow-on contract requires a new quotation and a new order.

6.4. Price changes shall be announced at least 60 days in advance and shall take effect only at the beginning of the next billing period (self-serve) or with a new quotation (sales-led). Price increases during a current contract term are excluded.

6.5. All prices for self-serve orders include taxes calculated by the MoR; for sales-led orders, prices are quoted exclusive of statutory value-added tax.

6.6. If the Customer is in default of payment for sales-led orders, the statutory default interest and other statutory consequences of default shall apply.

6.7. **Suspension for Payment Default:** For sales-led orders, the Provider is entitled to temporarily suspend access to the affected services if the Customer remains in default for more than 14 days after the due date despite a reminder with a reasonable grace period of at least 7 days. The suspension shall be lifted as soon as the outstanding amount is paid in full. For self-serve orders, the Provider shall suspend service access on the basis of the MoR's notification.

6.8. **Gross-Up (Sales-Led Only):** All payments by the Customer shall be made without deduction of withholding taxes or other deductions. If the Customer is legally required to withhold, the invoiced amount shall be increased so that the Provider receives the full amount originally invoiced.

6.9. **Refunds (Self-Serve):** For refund claims arising from service credits, termination for cause, or comparable contractual remedies, the Customer is encouraged to contact the Provider first so that the claim can be reviewed and the MoR authorised for disbursement. This does not restrict the Customer's rights against the MoR under the MoR's terms.

7. Term and Termination

7.1. **Trial Period:** The Trial Period ends automatically 14 days after activation. If the Customer does not subscribe to a paid plan, the Customer may export its data within 14 days after expiry. Thereafter, data shall be deleted from active systems; deletion from automated, immutable backups shall occur in the regular rotation cycle.

7.2. **Self-Serve:** The billing period is determined by the Customer's selection. The Customer may cancel automatic renewal at any time before the end of the current billing period. There is no notice period. Termination may be declared by email, via the customer account, or via the cancellation button in the customer account.

7.3. **Sales-Led:** The contract has a fixed term as specified in the respective quotation (default: 12 months). There is no automatic renewal. A follow-on contract requires a new quotation and a new order.

7.4. The right of either party to terminate for cause shall remain unaffected.

7.5. After termination of the contract, the Customer may export its data within 30 days. Thereafter, data shall be deleted in accordance with the Data Processing Agreement, subject to statutory retention obligations (§§ 147 AO, 257 HGB).

7.6. Uploaded credentials (Apple API keys, certificates, provisioning profiles, keystores) shall be deleted upon termination of the contract; Section 13.4 of the Data Processing Agreement (immutable backups) remains unaffected.

8. Rights in Content

8.1. The Customer retains all rights in its applications, content, source code, and bundles ("**Customer Content**"). The Customer grants the Provider a non-exclusive licence to use the Customer Content, limited to the provision of the contractually owed services.

8.2. Customer source code provided for Native Builds shall be used exclusively for the purpose of executing the commissioned builds.

8.3. All rights in the Capawesome Platform, including software, documentation, and trademarks, shall remain with the Provider.

8.4. Open-source components in Capawesome services and SDKs are governed exclusively by their respective open-source licences. These open-source licences shall take precedence over these GTC.

8.5. The Provider is entitled to use usage data in irreversibly anonymised form for statistical purposes (product improvement, marketing communications).

8.6. The Provider shall not use customer data (including source code, build artefacts, credentials, and end-user SDK data) for training, fine-tuning, or improving AI or ML models.

8.7. If the Customer provides the Provider with ideas, suggestions, feedback, or improvement proposals ("**Feedback**"), the Customer grants the Provider a perpetual, worldwide, irrevocable, royalty-free licence to use and integrate such Feedback. Code contributions to Capawesome open-source repositories are not covered by this provision and are governed by the respective open-source licences or contributor licence agreements.

9. Confidentiality

9.1. Both parties undertake to treat confidential information of the other party as confidential and to use it only for the purposes of the contractual relationship. All information that is designated as confidential or whose confidentiality is apparent from the circumstances shall be deemed confidential.

9.2. Customer source code, build artefacts, build secrets, and store credentials shall be considered particularly sensitive.

9.3. The confidentiality obligations under this Section shall apply for the duration of the contractual relationship and for three years after its termination. The protection of trade secrets under the GeschGehG (German Trade Secrets Act) shall remain unaffected and shall apply indefinitely.

9.4. The Provider shall notify the Customer without undue delay of any security incidents that become known and affect confidential customer materials (in particular source code, build secrets, store credentials). This obligation shall apply independently of the notification obligation for data breaches under the Data Processing Agreement.

10. Data Protection

10.1. Insofar as the Provider processes personal data on behalf of the Customer in the course of providing services, the provisions of the Data Processing Agreement at <https://capawesome.io/dpa> shall apply.

10.2. The Provider is entitled to engage Sub-processors. The current list of Sub-processors is available at <https://capawesome.io/subprocessors>.

11. Warranty

11.1. The Provider shall perform the services with the care customary in the industry. The Customer's warranty claims shall be governed by statutory provisions unless otherwise provided in these GTC.

12. Liability

12.1. The Provider shall be liable without limitation for intent, gross negligence (Vorsatz und grobe Fahrlässigkeit), injury to life, body, or health, liability under the German Product Liability Act (Produkthaftungsgesetz), fraudulent concealment (Arglist), and Art. 82 GDPR.

12.2. In cases of ordinary negligence, the Provider shall only be liable for breach of material contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (Kardinalpflichten). In such case, liability shall be limited to the typical, foreseeable damage (vertragstypisch vorhersehbarer Schaden).

12.3. For features expressly designated as Beta, liability is limited to intent, gross negligence, and fraudulent concealment of defects; Section 12.1 remains unaffected. This limitation does not apply to the Trial Period under Section 5.1.

12.4. The Provider shall not be liable for acts or omissions of Apple and Google (in particular rejected app submissions, suspension or removal of Customer apps, revoked certificates, suspended developer accounts, API changes), unless such acts or omissions are attributable to a breach of duty by the Provider.

12.5. The Provider shall not be liable for outages, malfunctions, or data incidents attributable to third-party integrations configured by the Customer (e.g. GitHub, GitLab, Bitbucket, Slack, Zapier), unless attributable to the Provider.

12.6. The Provider shall not be liable for damage arising from revoked, expired, or misconfigured credentials (Apple API keys, certificates, provisioning profiles, keystores) on the Customer's side, unless attributable to the Provider.

12.7. The Provider shall not be liable for damage arising from the execution of automated pipelines (Native Builds, App Store Publishing, Automations) insofar as such pipelines were triggered or configured by the Customer and operated in accordance with specifications.

12.8. The Provider shall not be liable for the security, licence compliance, or availability of third-party open-source packages downloaded via package managers from external registries as part of Native Builds. Selection and supply-chain responsibility lie with the Customer.

12.9. The limitations of liability in Sections 12.4 to 12.8 shall not apply insofar as the relevant circumstance is attributable to the Provider. In all other respects, the general liability provisions of Sections 12.1 and 12.2 shall apply.

13. Indemnification for IP Infringement

13.1. Each party shall indemnify the other party against third-party claims based on an infringement of third-party intellectual property rights by the respective party's performance (the Provider: the Capawesome Platform; Customer: the Customer Content).

13.2. The indemnification is limited to amounts from final and binding court judgments or settlements approved in advance in text form.

13.3. The indemnified party shall notify the indemnifying party without undue delay, transfer control of the defence, and cooperate to a reasonable extent.

13.4. This indemnification obligation does not constitute an independent guarantee within the meaning of § 276(1) BGB (German Civil Code) and does not give rise to strict liability.

14. Marketing and Reference Use

14.1. The Provider is entitled to use the Customer's name and standard logo for marketing purposes during the term of the contract (website, pitch decks, presentations, press releases). The Customer may object at any time by email to privacy@capawesome.io.

14.2. Upon termination of the contract, the right of use shall end automatically. Materials already distributed (e.g. archived press releases) shall remain unaffected.

14.3. The Customer warrants that it holds the rights necessary to grant the logo and trademark usage. In the event of third-party claims arising from such rights, the Customer shall indemnify the Provider.

15. Export Control and Sanctions

15.1. The Customer shall not use the Capawesome Platform in violation of applicable export control and sanctions regulations of the EU, the United Nations, and the United States. The Customer warrants that it is not itself subject to any relevant sanctions.

16. Force Majeure

16.1. Neither party shall be liable for non-performance or delayed performance of obligations to the extent caused by a force majeure event. Force majeure is an unforeseeable, unavoidable, and external event, in particular natural disasters,

war, acts of terrorism, government orders, pandemics, large-scale outages of critical infrastructure, industry-wide cyberattacks, and strikes and industrial action by third parties (in particular infrastructure providers).

16.2. The affected performance obligations shall be suspended for the duration of the event. If a disruption of performance persists for more than 90 days, either party shall be entitled to terminate for cause.

16.3. A force majeure event shall not relieve the Customer of the obligation to pay for services already rendered or invoices already due.

17. Amendments to these GTC

17.1. The Provider may amend these GTC with a notice period of at least 30 days in text form. The amended terms shall be deemed approved if the Customer does not object in text form within the notice period. The Provider shall inform the Customer of the right to object and its legal consequences in the notice.

17.2. The deemed-approval mechanism under Section 17.1 shall apply exclusively to (i) non-material adjustments, (ii) changes required by law or regulation, and (iii) additive feature enhancements. Changes to core contractual obligations or risk reallocations to the detriment of the Customer shall require the Customer's express consent in text form.

17.3. If the Customer objects in a timely manner and the parties do not reach agreement on the amended terms, the Provider shall be entitled to terminate on ordinary terms effective at the end of the current billing period.

18. Final Provisions

18.1. The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Konstanz.

18.3. The Customer may only assign or transfer rights and obligations under this contract with the prior consent of the Provider in text form.

18.4. The Provider is entitled to transfer this contract to the acquirer or legal successor in the event of a company sale, merger, restructuring, or disposal of the relevant business unit or material assets. The Provider shall notify the Customer at least 30 days in advance in text form. The existing contractual terms shall continue to apply. The Customer shall have an extraordinary termination right effective as of the date of the transfer.

18.5. Declarations and notices in connection with this contract shall be made in text form unless a stricter form is required by law.

18.6. Should any provision of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a valid provision that most closely approximates the economic purpose of the invalid provision.

18.7. The authoritative version of these GTC is the English version. The German version is for informational purposes only.