

Terms & Conditions

Valid from: 2026-04-01

1 Terms and Conditions

Please read these Terms and Conditions carefully. All contracts that the Provider may enter from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions.

1.1 Definitions

In these Terms and Conditions, except to the extent expressly provided otherwise:

"Access Credentials" means the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the User Interface and access credentials for the API.

"Agreement" means a contract made under these Terms and Conditions between the Provider and the Customer.

"API" means the application programming interface for the Hosted Services defined by the Provider and made available by the Provider to the Customer.

"Business Day" or **"Geschäftstag"** means Monday to Friday other than a bank or public holiday in Germany (Bavaria).

"Business Hours" or **"Geschäftsstunden"** means the hours of 09:00 to 18:00 CET/CEST on a Business Day.

"Charges" means the amounts specified in a signed Quote/Contract or online Order Process that occurs once at effective Date, based on usage, after each billing period or up on renewal.

"Content" means all data, works and materials: uploaded to or stored on the Platform by the Customer or its End Users; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform.

"Correctly Billed" means an Invoice that was sent to the E-Mail or postal address and contains the required data for the Customers accounting processes (e.g.: Cost Center, Department). The Customers billing data requirements need to be given in advance on the signed Quote/Contract or online order process.

"Customer" or **"Kunde"** means the person or entity identified as such in the Services Order Form or Quote or Contract and entities affiliated to the Customer within the meaning of Sections 15 et seq. of the German Stock Corporation Act [Aktiengesetz, AktG].

"Customer Data" means Content and data generated by the Platform as a result of the use of the Hosted Services by the Customer or its End Users (but excluding analytics data relating to the use of the Platform and server log files).

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement but excluding personal data with respect to which the Provider is a data controller.

"Data Protection Laws" means the EU GDPR and all other applicable laws relating to the processing of Personal Data.

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer.

"Effective Date" means following the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website, the date upon which the Provider sends to the Customer an order confirmation OR the Date a valid Quote or Contract is Signed by both parties.

"End User" means a User that was added to the Platform by the customer to provide him with platform features like LLM browsing or managing API keys and routing strategies.

"EU GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended, and superseded from time to time.

"Force Majeure" or "höherer Gewalt" means the occurrence of an event or circumstance (**"Force Majeure Event"**) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (**"the Affected Party"**) proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

"Hosted Services" or "Gehosteter/n Dienst" means the LLMrouter platform and officially supported integrations, which will be made available by the Provider to each Customer as a service via the internet in accordance with these Terms and Conditions. Explicitly not part of the hosted services are parts of the platform that are marked as Beta or Preview either within platform itself or in the documentation.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, business names, trade names, trademarks, service marks, passing off rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

"Mobile App" means mobile applications published by LLMrouter that are made available by the Provider through the Google Play Store, Apple App Store or other App Marketplaces.

"Personal Data" means personal data under any of the Data Protection Laws.

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system, and server software is installed.

"Policy" means the Acceptable Use Policy.

"**Provider**" means MAKONIS GmbH (Publisher of LLMrouter), a company incorporated in Munich Germany (Trade Register HRB 227019).

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions.

"**Services Order Form**" means an online order form published by the Provider and completed and submitted by the Customer incorporating these Terms and Conditions by reference.

"**(General) Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of customizing, setup, or training services.

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported.

"**Term**" or "**Laufzeit**" means the term of the Agreement, commencing in accordance with Clause 1.2-1 and ending in accordance with Clause 1.2-2.

"**Terms and Conditions**" means all the documentation containing the provisions of the Agreement, namely the main body of these Terms and Conditions, Acceptable Use Policy, and Service Level Agreement.

"**User Interface**" means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

1.2 Term

1. The Agreement shall come into force upon the Effective Date.
2. The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 1.18 or any other provision of these Terms and Conditions.
3. Unless the parties expressly agree otherwise in writing, each Services Order Form, signed Quote or Contract shall create a distinct contract under these Terms and Conditions.

1.3 Hosted Services

1. The Provider hereby grants to the Customer a non-exclusive license to use the Hosted Services by means of the User Interface and the API for LLM browsing, managing users, teams, API keys, routing strategies, and guardrails along with topping up the account and tracking how the money is being spend.
2. The license granted by the Provider to the Customer under Clause 1.3-1 is subject to the following limitations:
 - (a) the User Interface may only be used through a Supported Web Browser or Mobile App.
 - (b) the Platform may only be used by the Customers employees, contractors, partners, or added End Users.
 - (c) the Platform features may only be used in the scope of the Customer and his affiliates and should only represent the customer or its affiliates branding. One Exception to this is, if explicitly stated, when the platform fee is completely charged based on actual usage.

- (d) the API may only be used by an application or applications meeting the requirements set out in the Documentation.
 - f) the API may only be used by an application or applications controlled or licensed by the Customer. Additional usage scenarios require prior written consent from the Provider.
3. Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 1.3-1 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Hosted Services.
 - (b) the Customer must not permit any unauthorized person or application to access or use the Hosted Services.
 - (c) the Customer must not resell, or sub license the Hosted Services to third parties. Exceptions to this are, if explicitly stated in the Services Order Form or in writing by the parties, or when the platform fee is completely charged based on actual usage.
 - (d) the Customer must not republish or redistribute any content or material from the Hosted Services itself. Customer generated Content is explicitly not affected by this clause.
 - (e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation.
 - (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.
4. The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorized person or application may gain access to the Hosted Services by means of the Access Credentials.
5. The Customer must comply with the Acceptable Use Policy and must ensure that all persons using the Hosted Services with the authority of the Customer comply with the Acceptable Use Policy.
6. The Customer acknowledges that the Provider may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally. Resource usage quotas can be found in the documentation.
7. The Customer or End User must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent, or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
8. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code, and source code) of the Platform, either during or after the Term.
9. The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under the Agreement is Correctly Billed, overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis. The suspension is going to be lifted within 2 business days after payment is received.

1.4 Customizations

1. The Provider and the Customer may agree that the Provider shall design, develop, and implement a Customization or Customizations in accordance with a specification or project plan agreed in the Services Order Form or in writing by the parties.
2. All Intellectual Property Rights in the Customizations shall, be the exclusive property of the Provider, unless the parties agree otherwise in writing.
3. From the time and date when a Customization is first delivered or made available by the Provider to the Customer, the Customization shall extend the Platform, and accordingly from that time and date the Customer's rights to use the Customization shall be governed by Clause 1.3.
4. The Customer acknowledges that the Provider may make any Customization available to any of its other customers or any other third party at any time.

1.5 Customer Data

1. The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations. Detailed regulations are made in a separate Data Processing Agreement.
2. The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute, or regulation, in any jurisdiction and under any applicable law.
3. The Provider does not precheck Customer provided Content for the Content in substance or technical errors (e.g.: wrong language, audio quality). In case Content could not be added to the Platform in time or at all due to these reasons, the Services still counts as provided and no indemnification can be claimed.

1.6 Support Services

1. The Provider may provide the Support Services to the Customer during the Term but shall have no obligation to do so unless explicitly defined in the Service Level Agreement (Support SLA), Services Order Form, Signed Quote or Contract. Any such Support Services shall be subject to this Clause 1.6
2. The Provider shall provide the Support Services in accordance with the Service Level Agreement (Support SLA).
3. The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under the Agreement is Correctly Billed, overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis. The suspension is going to be lifted within 2 business days after payment is received.

1.7 Maintenance Services

1. The Provider shall provide the Maintenance Services to the Customer during the Term but shall have no obligation to do so unless explicitly defined in the Service Level Agreement (Maintenance SLA), Services Order Form, Signed Quote or Contract. Any such Support Services shall be subject to this Clause 1.7.

2. In Scope of the Maintenance Service are the components of the platform that are available to all customers. Customizations according to Chapter 1.4, that were not made available to all customers are explicitly not in scope of maintenance services. Maintenance for these customizations requires a dedicated agreement by the parties.
3. The Provider shall provide the Maintenance Services in accordance with the Maintenance SLA.
4. The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under the Agreement is Correctly Billed, overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis. The suspension is going to be lifted within 2 business days after payment is received.

1.8 Integrations with Third-Party Services

1. The Hosted Services are integrated with certain Third-Party Services and the Provider may integrate the Hosted Services with additional Third-Party Services at any time.
2. Notwithstanding the presence of any Third-Party Services integration, particular Third-Party Services shall only be activated with respect to the Hosted Services account of the Customer by:
 - (a) the Customer; or
 - (b) the Provider with the prior written agreement of the Customer.
3. The Provider shall use reasonable endeavors to maintain any integration with Third Party Services that has been activated with respect to the Hosted Services account of the Customer. Subject to this, the Provider may remove, suspend, deactivate, or limit any Third-Party Services integration at any time in its sole discretion. In case the affected integration was used by the Customer, the Agreement can be terminated by the Customer by giving the Provider at least 30 days written notice of the termination. The termination becomes effective immediately at the end of the notice period.
4. The supply of Third-Party Services shall be under a separate contract or arrangement between the Customer and the relevant third party. The Provider does not contract to supply the Third-Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third-Party Services. Fees may be payable by the Customer to the relevant third party in respect of the use of Third-Party Services.
5. The Customer acknowledges and agrees that:
 - (a) the activation of Third Party Services with respect to the Hosted Services account of the Customer may result in the transfer of Customer Data and/or Customer Personal Data from the Hosted Services to the relevant Third Party Services and vice versa;
 - (b) the Provider has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or Customer Personal Data by any provider of Third-Party Services;
 - (c) the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Personal Data to, and use of Customer Personal Data by, a provider of Third-Party Services is lawful; and
 - (d) the Customer shall ensure that the transfer of Customer Data to a provider of Third-

Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put the Provider in breach of any applicable laws.

6. Additional Charges may be payable by the Customer to the Provider in respect of the activation and/or use of a Third-Party Services integration, as set out in the Services Order Form, Signed Quote or Contract.
7. Subject to Clause 1.16:
 - (a) the Provider gives no guarantees, warranties, or representations in respect of any Third-Party Services; and
 - (b) the Provider shall not be liable to the Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third-Party Services.

1.9 Mobile Apps

1. In case the Customer is eligible for the Mobile App, this will be set out in the Services Order Form, Signed Quote or Contract and separate terms and conditions are amended.

1.10 No assignment of Intellectual Property Rights

1. Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

1.11 Charges

1. The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.
2. All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
3. The Provider may elect to vary any element of the Charges by giving to the Customer not less than 90 days' written notice of the variation. Variations of charges apply up on renewal.

1.12 Payments

1. The Customer must pay the Charges to the Provider in advance of the period to which they relate. Usage based Charges are due at the end of a billing cycle. (Usually monthly unless specified otherwise).
2. If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may charge the Customer interest on the overdue amount at the rate of 8% per annum above the European Central Bank base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month)

1.13 Data protection

1. Data protection regulations are subject to a dedicated Data Processing Agreement which can be provided by the provider to further regulate this topic.

1.14 Warranties

1. The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.

2. All the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions.

1.15 Acknowledgements and warranty limitations

1. The Customer acknowledges that complex software is never wholly free from errors, and bugs and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from, errors and bugs.
2. The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the documentation and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.
3. The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.
4. Features marked as Preview or Beta (either in the platform or documentation) aren't part of Services under your subscription agreement or any other contract with LLMrouter. Use these features at your sole discretion and make your purchase decisions only based on generally available features. LLMrouter doesn't guarantee general availability of these features within any particular time frame or at all, and the Provider can discontinue it at any time. Preview Features are for evaluation purposes only, not for production use. They are offered as is and aren't supported. LLMrouter has no liability for any harm or damage arising out of or in connection with it.
All restrictions, LLMrouter's reservation of rights, obligations concerning the Services apply equally to your use of this feature.

1.16 Limitations and exclusions of liability

1. Nothing in these Terms and Conditions will:
 - a. limit or exclude any liability for death or personal injury resulting from negligence
 - b. limit or exclude any liability for fraud or fraudulent misrepresentation
 - c. limit any liabilities in any way that is not permitted under applicable law
 - d. exclude any liabilities that may not be excluded under applicable law
2. The limitations and exclusions of liability set out in this Clause 1.16 and elsewhere in these Terms and Conditions:
 - a. are subject to Clause 1.16-1
 - a. govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract,

in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

3. The Provider shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.
4. The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.
5. The Provider will not be liable to the Customer in respect of any loss of revenue or income.
6. The Provider will not be liable to the Customer in respect of any loss of use or production.
7. The Provider will not be liable to the Customer in respect of any loss of business, contracts, or opportunities.
8. The Provider will not be liable to the Customer in respect of any loss or corruption of any data, database, or software outside the boundary of the Hosted Service.
9. The Provider will not be liable to the Customer in respect of any special, indirect, or consequential loss or damage.
10. The liability of the Provider to the Customer under the Agreement in respect of any event or series of related events shall not exceed the greater of:
 - a. 250.000,00 EUR or
 - b. the total amount paid and payable by the Customer to the Provider under the Agreement in the 12-month period preceding the commencement of the event or events.
11. The aggregate liability of the Provider to the Customer under the Agreement shall not exceed the greater of:
 - a. 500.000,00 EUR or
 - b. the total amount paid and payable by the Customer to the Provider under the Agreement.

1.17 Force Majeure Event

1. Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the Agreement, the contracting party may invoke Force Majeure only to the extent that the requirements under the Definition of a Force Majeure Event (1.1) are established both for the contracting party and for the third party
2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under Definition of a Force Majeure Event (1.1), and

the Affected Party only needs to prove that condition (c) of under the Definition of a Force Majeure Event (1.1) is satisfied:

- a. war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
 - b. civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
 - c. currency and trade restriction, embargo, sanction;
 - d. act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
 - e. plague, epidemic, natural disaster or extreme natural event;
 - f. explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
 - g. general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
3. The Affected Party shall give notice of the event without delay to the other party.
 4. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of the Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.
 5. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 4 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.
 6. The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Agreement.
 7. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the Agreement, either party has the right to terminate the Agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Agreement may be terminated by either party if the duration of the impediment exceeds 120 days.
 8. Where paragraph 7 above applies and where either contracting party has, by reason of anything done by another contracting party in the performance of the contract, derived a benefit before the termination of the contract, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

1.18 Termination

1. Either party may terminate the Agreement by giving to the other party at least 30 days' written notice of termination, in case of subscription periods longer than one month (i.e. quarterly or yearly subscriptions). Cancellation becomes effective at the end of the current

subscription period.

2. Either party may terminate the Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms and Conditions.
3. Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
 - a. the other party:
 - i. is dissolved.
 - ii. ceases to conduct all (or substantially all) of its business.
 - iii. is or becomes unable to pay its debts as they fall due.
 - iv. is or becomes insolvent or is declared insolvent; or
 - v. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - b. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under the Agreement); or
 - c. if that other party is an individual:
 - i. that other party dies.
 - ii. because of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - iii. that other party is the subject of a bankruptcy petition or order.

1.19 Effects of termination

1. Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1.1, 1.3-8, 1.8, 1.12, 1.13, 1.16, 1.19 and 1.25.
2. Except to the extent expressly provided otherwise in these Terms and Conditions, the termination of the Agreement shall not affect the accrued rights of either party.
3. Within 30 days following the termination of the Agreement for any reason:
 - a. the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
 - b. the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement,
without prejudice to the parties' other legal rights.

1.20 Notices

1. Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods:
 - a. sent by email to the relevant email address specified through the Hosted Services, in which case the notice shall be deemed to be received upon receipt of the email by the recipient's email server; or
 - b. sent using the contractual notice mechanism incorporated into the Hosted Services, in which case the notice shall be deemed to be received upon dispatch without error message,providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

1.21 Subcontracting

1. Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Agreement, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

1.22 LLMrouter Services

1. In addition to the Hosted Services, additional services carried out by the Provider or subcontractors may be part of the signed Quote or Contract or are bookable supplementary.
2. If not stated otherwise in a contract or order form, Professional Services are delivered on a time and material basis and are charged according to actual work on a monthly interval.
3. If not stated otherwise in a signed Quote or Contract Professional Services are carried out remotely within regular business hours (08:00 – 18:00 o'clock from Monday to Friday Europe/Berlin time zone).
4. In case the Customer explicitly requests Professional Services to be conducted outside of these business hours, additional charges apply (+50% on weekdays + 100% on Saturday, Sunday, and Bank Holidays).
5. In case the signed Quote or Contract does not contain specific pricing for the requested Professional Services, the list prices are charged.

1.23 Variation

1. The Provider will not modify the agreement during the initial term of your subscription one time purchase event, except by means of a written document signed by or on behalf of each party
2. If the customer renews the subscription or conducts another one-time purchase, the version of this Agreement that is current at the time of renewal will apply throughout the customers renewal term or one-time event.

1.24 General

1. No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach.
2. If any provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
3. The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Agreement to any successor to all or a substantial part of the business of the Provider from time to time. Save to the extent expressly permitted by applicable law, the Customer must not, without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Agreement. Notwithstanding the foregoing Provider hereby agrees that the Customer may assign the Customer's contractual rights and obligations under the Agreement to any successor to all or a substantial part of the business of the Customer from time to time or in context of restructuring of the Customer's Group.
4. The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to the Agreement are not subject to the consent of any third party.
5. Subject to Clause 1.16-1, a Services Order Form, signed quote or contract, together with the Data Processing Agreement, these Terms & Conditions, Appendix – LLMrouter Products & Licensing, Appendix – Service Level Agreement and Appendix – LLMrouter Components Description shall constitute the entire agreement between the parties in relation to the subject matter of that Services Order Form, signed quote or contract and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
6. The Agreement shall be governed by and construed in accordance with German law.
7. The courts of Germany shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.
8. Regulations made in the Services Order Form, signed quote or contract that substitute or conflict with regulations in these Terms & Conditions, Appendix – LLMrouter Products & Licensing or Appendix – Service Level Agreement supersede.

1.25 Interpretation

1. In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
 - a. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

- b. any subordinate legislation made under that statute or statutory provision.
2. The Clause headings do not affect the interpretation of these Terms and Conditions.
3. References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
4. In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

2 Acceptable Use Policy

2.1 Introduction

1. This acceptable use policy sets out the rules governing:
 - a. the use of the Platform and any successor Platform
 - b. the transmission, storage, and processing of Content
2. By using the Platform, the Customer agree to the rules set out in this Policy.
3. The Provider will ask for the Customers express agreement to the terms of this Policy before the Customer may upload or submit any Content or otherwise use the Platform.
4. The Customer must be at least 18 years of age to use the Platform; and by using the Platform, the Customer warrants and represents to the Provider that the Customer is at least 18 years of age.

2.2 General usage rules

1. The Customer or End User must not use, customize, or repurpose the Platform in an undocumented way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform.
2. The Customer must ensure that all Content complies with the provisions of this Policy.

2.3 Unlawful Content

1. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
2. Content, and the use of Content, in any manner licensed or otherwise authorized by the Customer, must not:
 - a. be libelous or maliciously false;
 - b. be obscene or indecent;
 - c. infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - d. infringe any right of confidence, right of privacy or right under data protection legislation;
 - e. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - f. be in contempt of any court, or in breach of any court order;

- g. constitute a breach of racial or religious hatred or discrimination legislation;
 - h. be blasphemous; or
 - i. constitute a breach of official secrets legislation;
3. The Customer must ensure that Content is not the subject of any legal proceedings or other similar complaint.

2.4 Graphic material

1. Content must be appropriate for all persons who have access to or are likely to access the Content in question.
2. Content must not depict violence in an explicit, graphic or gratuitous manner.
3. Content must not be pornographic or sexually explicit.

2.5 Factual accuracy

1. Content must not be untrue, false, negligently inaccurate, or negligently misleading.
2. Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

2.6 Negligent advice

1. Content must not consist of or contain any negligent legal, financial, investment, taxation, accountancy, medical or other professional advice, and the Customer must not use the Platform to provide any negligent legal, financial, investment, taxation, accountancy, medical or other professional advisory services.
2. Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

2.7 Etiquette

1. Content must be appropriate and accord with generally accepted standards of etiquette and behavior on the internet.
2. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory, or inflammatory.
3. The Customer or End User must not use the Platform to send any hostile communication, or any communication intended to insult, including such communications directed at a particular person or group of people.
4. The Customer or End User must not use the Platform for the purpose of deliberately upsetting or offending others.

5. The Customer or End User must not unnecessarily flood the Platform with material relating to a particular subject or subject area, whether alone or in conjunction with others.
6. The Customer or End User must always be courteous and polite to other users of the Platform.

2.8 Marketing and spam

1. Content must not constitute or contain spam, and the Customer or End User must not use the Platform to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
2. The Customer or End User must not send any spam or marketing communications to any person using any email address or other contact details made available through the Platform or was found using the Platform unless the person's consent was retrieved using proper mechanisms like double opt in.
3. The Customer or End User must not use the Platform to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes, or programs.
4. The Customer or End User must not use the Platform in any way which is liable to result in the blacklisting of any of our IP or DNS addresses (i.e.: sending large volumes of E-Mails to invalid or inactive E-Mail addresses, or not validating End Users E-Mail Addresses, bad data maintenance).

2.9 Regulated businesses

1. The Customer or End User must not use the Platform for any purpose relating to gambling, gaming, betting, lottery, sweepstakes, prize competitions or any gambling-related activity.
2. The Customer or End User must not use the Platform for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.
3. The Customer or End User must not use the Platform for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

2.10 Monitoring

1. The Customer acknowledge that the Provider does not actively monitor the Content or the use of the Platform.

2.11 Data mining

1. The Customer or End User must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, within the Platform unless this is supported by the platform and mentioned in the documentation.

2.12 Hyperlinks

1. The Customer or End User must not link to any material using or by means of the Platform that would, if it were made available through the Platform, breach the provisions of this Policy.

2.13 Harmful software

1. The Content must not contain or consist of, and the Customer or End User must not promote, distribute, or execute by means of the Platform, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications, or technologies.
2. The Content must not contain or consist of, and the Customer or End User must not promote, distribute, or execute by means of the Platform, any software, programs, routines, applications, or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a compute

3 Token Resale and Token Provision to Consumers

3.1 Subject Matter of the Contract

MAKONIS provides the customer with a hosted service called LLMrouter, through which the customer can use large language model functions, routing and management features, as well as digital usage volume (in the form of tokens or comparable usage-based units) procured by MAKONIS. Unless expressly agreed otherwise, MAKONIS does not owe the sale of a physical or permanently transferable software product, but rather the provision of a digital service including technical access, routing, management, and billing functions.

3.2 Procurement and Provision of Tokens

The customer commissions MAKONIS to procure, reserve, or make available usage volume from external LLM providers, either directly or via existing provider access, and to technically provide this within LLMrouter. Procurement may occur directly or indirectly via upstream suppliers, subcontractors, distributors, or connected third-party providers. MAKONIS remains responsible to the customer for the contractually owed provision within the scope of the agreed service.

3.3 Nature of the Token Quota

Provided tokens or usage credits are exclusively digital usage units for utilizing the functions and models connected to LLMrouter. They do not constitute legal tender, e-money, a voucher with a cash payout claim, or a freely tradable property right. A payout in cash, interest, or exchange for other services only occurs if expressly agreed in writing.

3.4 Usage, Consumption, and Billing

The consumption of tokens is based on the actual usage by the customer, their authorized users, connected applications, and the technical parameters of the respective models, providers, and integrations used. If the underlying third-party providers calculate consumption based on input, output, function calls, minimum quantities, rounding, additional functions, or other usage-dependent criteria, this calculation logic also applies to the usage volume provided via LLMrouter. Usage and cost displays provided by MAKONIS serve for transparent billing and system transparency; minor technical deviations are reserved, provided they are reasonable for the customer.

3.5 Prepaid, Top-up, and Usage-Based Models

If a prepaid, credit, top-up, or other usage-based model is agreed upon, the corresponding usage volume will be assigned to or reserved for the customer account after ordering, recharging, activation, or automated top-up. MAKONIS is entitled to restrict or suspend further use of functions or models if there is insufficient usage volume or payment coverage. Further statutory rights of the customer remain unaffected.

3.6 Third-Party Providers, Model Changes, and Technical Availability

The availability of individual models, interfaces, or pricing structures may depend on connected third-party providers. If a specific model, provider, or function is wholly or partially discontinued, significantly restricted, or can no longer be provided under unchanged conditions for economic reasons, MAKONIS is entitled to provide a technically and economically reasonable replacement solution, provided the legitimate interests of the customer are preserved. Statutory rights of termination, reduction, or other mandatory consumer rights remain unaffected.

3.7 No Transferability Without Agreement

Tokens, credits, and other usage volume provided via LLMrouter are generally account-related and may not be sold, assigned, pledged, or otherwise transferred to third parties without the prior consent of MAKONIS, unless the parties have expressly agreed otherwise.

3.8 Relation to Right of Withdrawal for Consumers

If the customer is a consumer, the separately communicated withdrawal instructions and statutory provisions apply in addition. If, at the express request of the customer, the provision of services or digital usage volume begins before the expiry of the withdrawal period, the statutory provisions regarding compensation for value, early commencement of services, and possible expiration of the right of withdrawal apply. This additional clause does not intend to restrict mandatory consumer rights.

3.9 Precedence and Integration

This additional clause supplements the existing general terms and conditions (GTC) of MAKONIS for LLMrouter. If the provisions of this additional clause contain more specific regulations for the procurement and provision of tokens or digital usage volume, these more specific regulations take precedence over the general provisions. Otherwise, the existing GTC remain unaffected.