

Terms of Service

SaaS Terms of Service • Paid Beta

Tulu GmbH · Stollbergstr. 22, D-80539 München, Germany

Welcome to Tulu! These Terms of Service (“Terms”) govern your access to and use of the Tulu cloud-based software (“Software”, “Service”).

By registering for an account, clicking “I Agree”, or using the Service, you (the “Customer”, “User”, “you”) agree to be bound by these Terms. If you are agreeing to these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization.

1. **Applicability & B2B Restriction**

The Service is offered and provided exclusively to entrepreneurs (Unternehmer) within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law. By registering for an account, you explicitly confirm that you are acting in your commercial or independent professional capacity. Consumer protection laws, including the statutory right of withdrawal (Widerrufsrecht), do not apply to this agreement.

2. The “Paid Beta” Program

You acknowledge that the Service is currently being offered as a “Paid Beta.” This means that while we charge for access, the Software is still in active development, may contain bugs, and is provided on an “As-is” and “As-available” basis. We reserve the right to update, modify, or remove features of the Software at any time without prior notice to improve the product.

3. Fees, Billing, and Payments

- a. **Subscription Plans:** Tulu is billed on a subscription basis. You will be billed in advance on a recurring, periodic basis (either Monthly or Annually, depending on the plan you select at checkout).
- b. **Payment Processor (Stripe):** We use Stripe, a third-party payment processor, to handle secure transactions. By providing your payment information, you authorize us and Stripe to charge your payment method for the subscription fees. You also agree to be bound by Stripe’s Terms of Service. Tulu does not store your full credit card information on our servers.
- c. **No Refunds:** All payments are final and non-refundable. If you cancel your subscription, you will not receive a refund or credit for any partial-month or partial-year period.
- d. **Cancellation:** You may cancel your subscription at any time via your account settings. Your cancellation will take effect at the end of your current paid billing cycle, and you will retain full access to the Service until that cycle concludes.

4. Support & Service Availability

- a. **Support:** We provide technical support via email. You can reach us at support@alltulu.com. We strive to respond to all support

inquiries within 24 hours during standard business days.

- b. **Uptime:** Due to the Beta nature of the product, we do not offer a financially backed Service Level Agreement (SLA) or guaranteed uptime. We will use commercially reasonable efforts to ensure the Service is available and functional, but we are not liable for any disruptions or downtime.

5. Intellectual Property & User Feedback

- a. **Tulu IP:** Tulu GmbH retains all rights, title, and interest in and to the Tulu Software, including all underlying intellectual property, algorithms, and design.
- b. **Feedback:** We highly value your feedback, bug reports, and feature requests. If you choose to provide any feedback, you grant Tulu a perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate that feedback into our products without any obligation or compensation to you.

6. Customer Data, Privacy & Security

- a. **Ownership:** You retain all ownership rights to the marketing and sales data you upload, connect, or process using Tulu (“Customer Data”).
- b. **Data Processing & GDPR:** The processing of personal data is governed by our Privacy Policy and our Data Processing Agreement (DPA), which are hereby incorporated by reference into these Terms. By agreeing to these Terms, you formally agree to the terms of the DPA.
- c. **Data Responsibility:** You are solely responsible for ensuring you have the legal right and necessary consents to process your Customer Data via our Service. You are also responsible for maintaining independent backups of your data. Tulu is not a data backup service.

- d. **Account Security:** You are responsible for safeguarding your account credentials and for all activities that occur under your account.

7. Limitation of Liability

Tulu shall be liable without limitation for damages caused by intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit), for damages resulting from injury to life, body, or health, and under the German Product Liability Act (Produkthaftungsgesetz).

In cases of slight negligence (leichte Fahrlässigkeit), Tulu shall only be liable for the breach of essential contractual obligations (cardinal obligations), the fulfillment of which is essential for the proper execution of the contract and upon which the Customer may regularly rely. In such cases, Tulu's liability is strictly limited to the foreseeable damage typical for this type of contract.

Any further liability for damages is excluded. Tulu is expressly not liable for loss of profit, indirect damages, or loss of data, provided the loss of data could have been avoided by appropriate backup measures on your part.

8. Term & Termination for Cause

- a. **Term:** This agreement begins upon your acceptance of these Terms and continues until your subscription is canceled or terminated.
- b. **Termination for Cause:** Either party may terminate this agreement for good cause (wichtiger Grund) without notice. Good cause for Tulu includes, but is not limited to, the Customer being in default of payment or violating essential provisions of these Terms (e.g., unauthorized sharing of access credentials).

9. Final Provisions

- a. **Reference Advertising:** Unless you explicitly object in writing, Tulu may use your company name and logo to identify you as a customer on our website and in marketing materials.
- b. **Governing Law:** These Terms and the entire legal relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- c. **Jurisdiction:** The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Munich, Germany.
- d. **Severability:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- e. **Changes to Terms:** We may modify these Terms at any time. We will notify you of material changes by posting the new Terms on our site or via email. Your continued use of the Service after such notification constitutes acceptance of the updated Terms.

As of: 24 June 2026