

Terms of Use

for the SaaS Platform "Bajorat Media | Cockpit"

Effective date: 15 February 2026

IMPORTANT LEGAL NOTICE

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Legally binding German original: <https://www.bajorat-media.com/Nutzungsbedingungen-Cockpit.pdf>

1. Provider, Scope and B2B Focus

The provider of the "Bajorat Media | Cockpit" platform is:

Bajorat Media

Pascal Bajorat - Web Design & Development

Tündel 20

32791 Lage

Germany

Email: info@bajorat-media.com

VAT ID No.: DE286384310

These Terms of Use govern the provision and use of the web-based software-as-a-service platform "Bajorat Media | Cockpit", including all related interfaces, modules, tools, workspaces, APIs, integrations, content and features (collectively, the "Platform").

The Platform is offered exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), as well as to legal entities under public law and special funds under public law. Consumers within the meaning of Section 13 BGB are excluded from registration, conclusion of contracts and use.

By registering and with every booking, the Customer represents that it will use the Platform exclusively in the exercise of its commercial, self-employed professional, public authority or official activity. Registrations in a private or predominantly private context are not permitted.

For the use of the Platform alone, these Terms of Use apply conclusively. Where additional paid agency, support, consulting, implementation or development services are requested or commissioned through the Platform, the Agency Terms for the Cockpit

(<https://www.bajorat-media.com/Agenturbedingungen-Cockpit.pdf>) and, subsidiarily, the General Terms and Conditions of Bajorat Media (<https://www.bajorat-media.com/Allgemeine-Geschaeftsbedingungen-AGB.pdf>) in the version applicable when the contract is formed additionally apply.

Any differing, conflicting or supplementary terms of the Customer apply only if their applicability has been expressly agreed in text form.

2. Subject Matter of the Contract and Scope of Services

The subject matter of the contract is the time-limited provision of the Platform for use via the Internet.

The Platform includes, in particular, digital tools and features in the fields of analysis, monitoring, SEO, AI assistance, content creation, CRM, productivity, data processing, website optimization, integrations, project inquiries and other digital support services.

The specific scope of functions depends on the plan booked in each case, the modules activated, technical availability and the Platform functionalities current at the time of use.

The Provider owes the provision of the Platform to the contractually agreed extent. No particular economic, technical, legal, regulatory, sales-related or other outcome is owed.

To the extent that features are based on third-party services, data, models, content, interfaces or infrastructure, the Provider does not owe their permanent availability or their continued provision without changes, completeness, accuracy or compatibility.

3. Registration, Entrepreneurial Status and User Account

Use of the Platform requires registration. Complete and accurate information must be provided during registration. The provision of a company or business name is mandatory. The Customer must keep its information continuously up to date.

The Provider is entitled to make registration conditional upon evidence of entrepreneurial status, identity, authority to represent, or billing information, and may request such evidence subsequently.

If a natural person registers on behalf of a company, that person represents that they are authorized to make all contractually relevant declarations on behalf of the company.

There is no entitlement to registration, activation or conclusion of a contract for use.

The Provider is entitled to decline, reject, temporarily restrict or suspend registrations, in particular where there are reasonable doubts as to entrepreneurial status, identity, authority to represent, creditworthiness, the lawfulness of the intended use or the security of the registration.

4. Users, Teams, Workspaces and Account Sharing

A user account is always assigned to a specific natural person and may only be used by that person. User accounts are not transferable.

Where the Platform provides team, workspace or multi-user functions, the Customer may create multiple users within a shared workspace. However, every person who actively uses the Platform requires their own user account and, where provided for in the plan, their own plan or paid authorization.

The shared use of a single user account by multiple persons, and any other disclosure of access credentials to third parties, is prohibited. This applies in particular where license, plan, credit, user or access restrictions are thereby circumvented or economically undermined.

The Customer must keep access credentials confidential, protect them from access by unauthorized third parties and, if misuse is suspected, change them without undue delay and inform the Provider without undue delay.

The Customer is responsible for all actions performed through its user accounts or through team or workspace access attributable to its sphere of responsibility.

5. Formation of the Contract, Plans, Term and Ordinary Termination

The contract for use of a free basic access is formed when the Provider activates the user account.

A contract for a paid plan is formed when the Customer books a paid plan through the Platform and the Provider confirms the booking, activates the plan or otherwise begins providing the service.

The type, scope, prices, billing intervals, included credits, functional scope and other plan-related parameters are set out in the service description displayed within the Platform at the time of booking, the order process or an individual offer of the Provider.

If a paid plan with monthly billing is booked, the minimum term is one month. If a paid plan with annual billing is booked, the minimum term is one year.

After the respective minimum term expires, the contract automatically renews for the billing interval most recently selected unless either party terminates it no later than 7 calendar days before the end of the relevant contract or renewal period.

The Customer may terminate free basic access ordinarily at any time. The Provider may terminate free basic access ordinarily with 14 calendar days' notice. If the relevant user account has neither a paid plan nor a paid add-on module assigned to it and has no unused separately purchased additional credits, the Provider may also terminate free basic access ordinarily with immediate effect.

Paid plans may be terminated ordinarily by either party at the end of the current contract or renewal period subject to the notice period above.

Termination may be declared through the termination functions made available in the Platform, in text form by email, or otherwise in text form.

The right to extraordinary termination for good cause remains unaffected.

6. Remuneration, Billing and Payment

Unless expressly stated otherwise, all prices and remuneration are net amounts plus statutory VAT.

Ongoing plan fees are due in advance for the booked billing period unless otherwise provided in the order process or offer.

Additional credits, add-on modules, premium features, additional services and separately commissioned agency services are billed separately.

The Provider is entitled to transmit invoices electronically.

The Customer may set off only against counterclaims that are undisputed, finally adjudicated or ready for decision. The Customer has a right of retention only on account of counterclaims arising from the same contractual relationship.

If the Customer is in default with payments, the Provider is entitled to suspend, in whole or in part, access to paid features, additional credits, workspaces or the entire user account until all overdue payments have been settled in full.

7. Credit System

Certain Platform features, tools or modules are charged wholly or partly through an internal credit system.

Credits are purely internal units of use. They are not a means of payment, electronic money, stored value, a right transferable to third parties, and do not give rise to a claim for cash payment, interest, refund or other remuneration.

Where a plan provides monthly included credits, they are credited to the relevant user account for the relevant monthly billing period. Unused included credits expire at the end of the relevant monthly period. There is no rollover or transfer to subsequent months. In the following month, the account is reloaded in accordance with the plan booked in each case.

Separately purchased additional credits are credited to the purchasing user account and generally do not expire unless stated otherwise at the time of purchase. They are not transferable to other user accounts, teams or customers and expire at the latest upon termination of the contract for use relating to the relevant user account.

Credit consumption is based on the actual technical, computational or economic effort of the relevant function. This may include, in particular, computing time, model or API costs, token consumption, storage and network effort, scan scope, data volume, third-party charges, number of checks, analysis complexity or other effort-triggering factors.

The Provider is entitled to reserve credits provisionally when processing starts and, after processing is completed, charge them finally according to the actual effort incurred. Where billable effort has already arisen for a requested function, credits may also be deducted if processing is canceled, remains incomplete, must be repeated due to user information, or no complete result can be generated due to circumstances outside the Provider's control.

If the available credit balance is insufficient for a requested use, the Provider is entitled to refuse or interrupt the use concerned in whole or in part, or to activate it only after additional credits have been purchased.

Used credits, expired credits and credits that lapse upon termination of the contract are not refunded.

8. Adjustment of Credit Costs, Plan Prices and Services

8.1 Adjustment of Credit Costs for Individual Tools and Features

The Provider is entitled to adjust the credit costs of individual tools, features, modules or usage processes with effect for future uses from an announced effective date.

Such an adjustment is permissible in particular where the effort or cost structure underlying a feature changes, for example due to changes in API, license, model, infrastructure, computing, storage, network, security, compliance, personnel or third-party costs; abuse prevention; technical developments; changes to functions; or changes in external market and framework conditions.

The Provider will generally notify the Customer of changes to credit costs with reasonable advance notice, usually at least 7 calendar days before they take effect. In the event of short-notice cost, security or legal changes beyond the Provider's control, the notice period may be shortened as appropriate. Uses fully completed before the announced effective date are subject to the previously stated credit costs.

There is no entitlement to the permanent retention of particular credit costs or particular cost relationships between individual tools.

8.2 Adjustment of Remuneration for Paid Plans

The Provider is entitled to adjust the remuneration for paid plans with effect from the start of a new renewal period if the costs or economic conditions material to performance change. This includes, in particular, personnel, hosting, infrastructure, energy, security, license, model, API, compliance, support, payment service provider or other third-party costs, as well as material changes in market conditions or the scope of services.

Price adjustments are announced to the Customer in text form or through a notification within the customer account at least 6 weeks before their planned effective date.

Price changes never apply retrospectively or to minimum contract terms that are already running, but only to subsequent renewal periods.

The Customer is entitled to terminate the affected plan extraordinarily at the end of the current contract period up to the effective date of the price change. If the Customer does not exercise this right and the contract continues into the new renewal period, the announced remuneration applies from the beginning of that period.

8.3 Changes, Extensions, Restrictions and Discontinuation of Features

The Provider is entitled to modify, further develop, extend, restrict, replace or discontinue features, tools, modules, interfaces, integrations, technical components and processes of the Platform where there is an objective reason for doing so and the change is reasonable for the Customer after taking the Provider's interests into account.

An objective reason exists in particular in the event of technical developments, security or abuse-prevention requirements, legal or regulatory changes, changes to third-party services, correction of errors, improvement of user guidance or economically necessary further development of the Platform.

For free basic access, the Provider is entitled to modify, restrict or discontinue features at any time.

For paid plans, the Provider will not make changes that unreasonably deprive the booked plan of its essential overall character. If a change results in a more than insignificant adverse change to the contractually essential scope of services, the Provider will inform the Customer at least 6 weeks before the change takes effect. In this case, the Customer is entitled to terminate the affected plan extraordinarily up to the effective date of the change.

9. Availability, Maintenance, Support and Third-Party Dependencies

The Provider endeavors to achieve the highest possible availability of the Platform. However, no particular minimum availability, uninterrupted use, specified performance level or service level agreement is owed.

No support hours, response times, recovery times or maintenance windows are promised unless expressly agreed individually.

Maintenance, updates, security measures, migrations, load balancing, tests, changes to third-party connections or other technical measures may be performed at any time. During such measures, individual tools, integrations, workspaces, data sets or functions - including published or embedded functions such as CMP-related displays - may be restricted in whole or in part or temporarily unavailable.

The Provider gives no warranty that the Platform is or will remain compatible with all browsers, devices, themes, plugins, content management systems, server environments, firewall setups, APIs, DNS configurations, mail servers or other third-party environments of the Customer.

Where the Platform relies on third-party services, delays, outages, service changes, discontinuations, quotas, suspensions or price adjustments may occur at any time. The Provider is liable for these only in accordance with these Terms of Use.

10. Customer Obligations and Prohibited Uses

The Customer is obliged to use the Platform exclusively in compliance with applicable laws and these Terms of Use.

In particular, the Customer is responsible for:

- a) the lawfulness of the content, data, files, texts, images, contacts, consents, recipient lists, service assignments, consent configurations and other information entered, processed, stored, sent or integrated by it;
- b) compliance with data protection, telemedia, advertising, competition, copyright, trademark, professional, supervisory and industry-specific requirements;
- c) the proper safeguarding of its access credentials;
- d) regular independent backups and the timely export of its data; and
- e) reviewing all Platform results before their productive, public, legally relevant, technical or economic use.

The following are prohibited in particular:

- a) use of the Platform by consumers or for purely private purposes;
- b) use of third-party or inaccurate company information;
- c) sharing user accounts or circumventing plans, user limits or credit mechanisms;
- d) use of the Platform for unlawful content, spam, unlawful advertising, prohibited contact, misleading statements, malware, harmful code, security attacks, load tests without consent, scraping, crawling outside intended functions or other abusive uses;
- e) use of the Platform to infringe third-party rights or confidentiality, data protection or secrecy obligations;
- f) rental, sublicensing, resale or offering of the Platform as white-label SaaS unless expressly permitted in writing; and

g) any use capable of impairing the Platform, its infrastructure, or the rights, interests or security of the Provider, other customers or third parties.

The Customer indemnifies the Provider against all third-party claims based on an unlawful use, unlawful content or infringement of third-party rights for which the Customer is responsible. The indemnity also includes reasonable costs of legal defense.

11. Special Notes on Individual Tool Categories and the Customer's Own Responsibility

11.1 General Support Function

The Platform serves the technical, organizational and content-related support of business processes. All results, evaluations, notices, drafts, scans, reports, alerts, scores, recommendations, prioritizations, suggestions, texts, code snippets and configurations are tools and do not replace an independent review by qualified persons.

The Provider provides neither legal advice nor tax advice, no binding compliance audit, no binding security certification, no review for complete legal compliance and no guarantee of economic or technical suitability.

11.2 AI Features, Text, Analysis and Assistance Systems

AI-assisted or automated content and results may be inaccurate, incomplete, outdated, misleading, biased or unsuitable for the specific intended purpose. This also applies if results appear convincing or technically plausible.

The Customer is obliged to independently review all AI or analysis results before publication, disclosure, legal use, technical implementation or an economic decision.

The Provider is not liable for decisions, measures, publications, implementations or omissions that the Customer makes on the basis of AI or analysis results, unless mandatory law exceptionally provides otherwise.

11.3 Compliance, Data Protection, Consent, Accessibility, Security and Audit Tools

Tools and functions concerning data protection, consent management, accessibility, BFSG, GDPR, TDDDG, security, website scans, header analyses, scanner reports or audit reports provide only technical or organizational notices, plausibility checks and supporting evaluations.

In particular, the Provider gives no warranty and no guarantee that:

- a) all cookies, scripts, tags, third-party requests, data flows or services are detected completely;
- b) generated or configured consent banners, consent setups, service assignments, logs or texts are legally effective, complete or sufficient in the particular case;
- c) the Customer's websites, systems, content or processes are accessible, compliant with BFSG, GDPR or TDDDG, secure, free from vulnerabilities or free from objection by authorities; or
- d) audits identify all risks, defects, obligations or deviations.

Overall legal, technical and organizational responsibility remains with the Customer.

11.4 Code, Scripts, Snippets, Integrations and Interfaces

Where the Platform provides code snippets, scripts, tags, configurations, embeds or other technical integrations, they are used exclusively at the Customer's own risk.

The Customer must test every integration in suitable test and approval environments before productive use and continuously monitor its effects on the function, stability, security, data protection, performance, display quality and compatibility of its systems.

The Provider gives no warranty that codes or integrations provided are error-free, secure, complete, compatible or free from side effects on the Customer's websites, themes, plugins, servers, third-party software, APIs or other systems.

11.5 CRM, Notes, Files, Reminders and Workspace Features

CRM, notes, files, reminders, tasks and workspace features serve operational support and collaboration. They are not owed as an audit-proof archive, the sole system-of-record solution, an emergency system or a statutory retention solution.

The Customer must itself ensure that all archiving, documentation, retention, export, evidence and backup processes required by it are established outside the Platform.

11.6 Monitoring, Deliverability, Mail, SEO, Ranking and Analysis Features

Monitoring, crawler, scanner, ranking, SEO, deliverability, blacklist, DNS, performance and analysis features may contain incomplete data, estimates, delays, outages, false positives or false negatives.

In particular, no guarantee is given that incidents will be detected completely, notices will be sent in time, rankings will be recorded without changes, deliverability will be ensured or optimization measures will actually lead to a particular result.

11.7 No Use for High-Risk or Emergency Applications

The Platform is not intended for emergency, life, health, safety, critical infrastructure, public authority hazard prevention, medical, aviation-related, vehicle-control, energy-supply or other highly critical use scenarios in which malfunctions or inaccurate results could cause significant damage to life, body, health, the environment, property or assets.

12. Data Processing, Processing on Behalf, Backups and Deletion

Each party remains responsible for compliance with the data protection obligations applicable to it within its respective sphere of responsibility.

Where, in connection with individual features or services, the Provider processes personal data on behalf of the Customer within the meaning of Article 28 GDPR, a separate data processing agreement must be concluded before the relevant processing begins, insofar as legally required. Until an agreement required for this purpose is concluded, the Provider is entitled not to provide or to suspend the affected feature or service in whole or in part.

The Customer is responsible for entering into the Platform or having processed through the Platform only personal data for which there is a sufficient legal basis for processing and whose processing through the relevant features is permissible.

The Provider does not owe a general backup, archiving or restoration guarantee for Customer data. The Customer remains responsible for its own backups and exports.

Upon termination of the contract for use, the entitlement to access the user account and the data stored in it ends. Subject to statutory retention obligations, the Provider is entitled to delete Customer data and content without undue delay after termination or deletion of the account becomes effective.

Accounting and contract data that must be retained under statutory, commercial or tax law remain unaffected.

13. Rights of Use in the Platform and Results

The Provider retains all rights in the Platform, its components, the underlying software, database structure, design, documentation and other protected content.

For the term of the contract, the Customer receives a simple, non-exclusive, non-transferable and non-sublicensable right to use the Platform for its own business purposes to the contractually owed extent.

Reverse engineering, decompilation, circumvention of technical protection measures, unauthorized automated use, extraction of substantial parts of databases, disclosure of the Platform to third parties and any use outside the contractually intended purpose are prohibited, unless mandatory law permits them.

For results, reports, texts, drafts or outputs individually generated for the Customer, the Customer receives - insofar as any rights of the Provider arise in them at all - a simple right of use for its own business purposes. Third-party rights and the duty to conduct an independent review remain unaffected.

14. Suspension, Restriction and Extraordinary Termination

The Provider is entitled to suspend or restrict access, user accounts, workspaces, content, data processing, integrations or individual features, in whole or in part, temporarily or permanently, if:

- a) the Customer breaches these Terms of Use;
- b) there are doubts as to entrepreneurial status, identity or authority to represent;
- c) there is a suspicion of abuse, security incidents, fraud, spam or manipulation;
- d) payment arrears exist;
- e) required cooperation, evidence or a required data protection agreement is not provided despite a request;
or
- f) the suspension is necessary for technical, legal, regulatory or security-related reasons.

To the extent reasonable, the Provider will inform the Customer before a suspension and give it the opportunity to remedy the matter. Prior notice is not required if immediate action is necessary to avert danger, secure systems, prevent damage or comply with legal requirements.

The right of both parties to extraordinary termination for good cause remains unaffected. For the Provider, good cause exists in particular in the event of serious or repeated breaches of these Terms of Use, prohibited account sharing, abusive use, material payment default or use by consumers.

15. Liability

The Provider is liable without limitation in the event of intent and gross negligence, for damage resulting from injury to life, body or health, under the German Product Liability Act and to the extent of other mandatory statutory liability provisions.

In cases of ordinary negligence, the Provider is liable only for breach of a material contractual obligation. Material contractual obligations are obligations whose performance makes proper performance of the contract possible in the first place and on whose compliance the Customer may regularly rely.

In cases of ordinary negligence, liability is limited in amount to foreseeable damage typical for the contract. For each damaging event, it is additionally limited to the net amount of remuneration that the Customer paid to the Provider during the 12 months preceding the event causing the damage for the specifically affected plan or service. For free basic access, liability for ordinary negligence is limited to EUR 100.00 for each damaging event.

Liability for lost profits, lost savings, indirect damage, consequential damage, production outages, business interruptions, reputational damage and damage arising from third-party claims is excluded in cases of ordinary negligence to the extent permitted by law.

For loss of data, the Provider is liable in cases of ordinary negligence only in the amount of the typical restoration effort that would have been required had the Customer performed proper and regular data backups.

Subject to the mandatory liability provisions above, the Provider is in particular not liable for:

- a) the legal, regulatory or economic usability of Platform results;
- b) measures, decisions or omissions by the Customer based on reports, scans, AI results, alerts, scores, texts or recommendations;
- c) disruptions, outages or changes to third-party services, search engines, APIs, payment services, mail servers, hosting services or infrastructure services;
- d) incompatibilities, misconfigurations or interactions within the Customer's systems;

- e) unlawful content, data or uses by the Customer; or
- f) damage resulting from the Customer's failure to observe notices, review obligations, testing obligations, backup obligations or its own approval processes.

Where the Provider's liability is excluded or limited, this also applies for the benefit of its legal representatives, employees, agents and subcontractors.

16. Final Provisions

Text form is sufficient for notices and declarations under these Terms of Use unless a stricter form is mandatory.

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

If the Customer is a merchant, legal entity under public law or special fund under public law, or if the Customer has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising out of or in connection with these Terms of Use is Detmold, Lippe.

Should individual provisions of these Terms of Use be or become wholly or partly invalid, the validity of the remaining provisions remains unaffected. The parties will replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision.