

TERMS OF SERVICE

BlitzSupport

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1. Introduction

This Terms of Service Agreement (“Agreement”) governs the use of the BlitzSupport platform and related services provided by aiGonomic GmbH (“aiGonomic”, “we”, “us”, or “our”). BlitzSupport is a B2B Software-as-a-Service (“SaaS”) AI helpdesk platform designed to streamline customer support operations through ticket management, email and chat inbox capabilities, and designed to streamline customer support operations through ticket management, email and chat inbox capabilities, and artificial intelligence-powered workflows.

By accessing, registering for, or using BlitzSupport (the “Services”), you (“Customer”, “you”, or “your”) accept and agree to be bound by this Agreement. If you do not agree, you may not access or use the Services.

This Agreement serves as the master agreement for your use of BlitzSupport and replaces any previous license agreement or end-user license agreement (EULA) between you and aiGonomic with respect to the Services.

Companion Documents

The following documents form part of this Agreement and should be reviewed together with these Terms:

- **Privacy Policy** - Details how we collect, process, and protect personal data
- **Data Processing Agreement (DPA)** - Specifies data processing terms and controller/processor roles
- **Security Policy** - Describes our current security measures and incident response approach
- **Service Level Agreement (SLA)** (if applicable) - Describes service availability and support terms, if we provide an SLA for your plan or order

If there is a conflict between this Agreement and a companion document, the companion document controls for matters within its scope.

2. Definitions

For purposes of this Agreement, the following terms have the meanings specified below:

- **“Agreement”** means these Terms of Service and any companion documents incorporated by reference (such as the Privacy Policy, DPA, Security Policy, and any plan-specific SLA if provided).

- **“AI Features”** means features that use machine learning or generative AI to assist with support or executing workflows (for example drafting replies, summarizing threads, extracting fields, or suggesting actions).
- **“Confidential Information”** means non-public information disclosed by a party that is marked confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including product plans, technical information, security information, and business information. Customer Data is Customer’s Confidential Information. Confidential Information does not include Usage Data or aggregated analytics.
- **“Customer”** means the legal entity that registers for, pays for (if applicable), or otherwise uses the Services.
- **“Customer Data”** means data, content, messages, files, and other information submitted to or processed within the Services by Customer or its End Users (including support tickets and inbox content).
- **“Documentation”** means the user guides, help center articles, and technical documentation we make available for the Services (online or in-product), as updated from time to time.
- **“End User”** means an individual authorized by Customer to use the Services under Customer’s account (for example employees, contractors, or agents).
- **“Services”** means the BlitzSupport platform and related services we provide, including the web app, APIs (if any), and support resources, as described in the Documentation and the applicable plan or order.
- **“Subscription”** means Customer’s time-limited right to access and use the Services under a plan, trial, or order, including any renewal period.
- **“Usage Data”** means operational and analytics data about the performance and use of the Services (for example feature usage, log events, and aggregated metrics). Usage Data does not include message content unless clearly stated otherwise in the DPA or Privacy Policy.

3. The Services

3.1 Service Description

BlitzSupport is a cloud-based helpdesk platform that may include:

- Unified inbox capabilities for email and chat channels
- Ticket management and tracking functionality
- Optional AI-powered assistance features
- Documentation and help resources

3.2 Service Delivery

We will use reasonable commercial efforts to make the Services available and functional. The Services are provided on an “as available” basis and may change over time as we improve the product.

Any descriptions in Documentation are intended to explain how the Services generally work. We do not guarantee that every feature will be available at all times or that the Services will be error-free.

3.3 Maintenance and Suspension

We may perform maintenance from time to time. When reasonably possible, we will provide advance notice of planned maintenance. In urgent situations (including security or stability reasons), we may suspend or limit the Services with or without notice.

4. Account Registration and Access

4.1 Account Responsibilities

Customer is responsible for:

- Providing accurate, complete, and up-to-date information during registration
- Maintaining the confidentiality of account credentials
- Securing End User access to the Services
- All activity that occurs under Customer's account

4.2 End User Access

Customer may allow its End Users to use the Services in accordance with this Agreement. Customer is responsible for ensuring that End Users comply with this Agreement and for managing End User access permissions and credentials. Customer must notify us promptly of any unauthorized access or security breach related to the Customer's account.

5. Acceptable Use

5.1 Customer Responsibilities

Customer is solely responsible for:

- The lawfulness of all data, content, and information stored or processed through the Services
- Ensuring End Users comply with applicable laws and this Agreement
- Obtaining all necessary consents and permissions for processing personal data

5.2 Prohibited Activities

Customer shall not, and shall ensure End Users do not:

- Use the Services to store, transmit, or process illegal content or content that violates third-party rights
- Attempt to reverse engineer, decompile, disassemble, or otherwise derive the source code of the Services except to the extent permitted by mandatory law
- Use the Services to attack, exploit, or abuse our infrastructure or systems
- Overload, disrupt, or intentionally degrade the Services
- Use the Services in a manner that violates applicable laws or regulations

5.3 Compliance Warranties

Customer represents and warrants that it will comply with applicable laws in its use of the Services and that it has obtained all necessary rights and consents for Customer Data.

6. AI Features

6.1 Role of AI Functionality

AI functionality is a core component of the Services. Customer acknowledges that output quality and relevance depend significantly on the information, content, configuration, and instructions provided by Customer and its End Users.

We may provide best practices and guidance, but we do not guarantee specific outcomes or performance levels.

6.2 Human Review

AI-generated drafts and suggested actions are intended for human review before being used for external communication or for decisions that have customer and operational impact.

The Services are designed so that external communications (such as sending emails or taking AI agent actions) require explicit user approval. Customer remains responsible for reviewing AI-generated content and confirming actions before they are executed.

6.3 AI Limitations

Customer acknowledges that AI outputs may be inaccurate, incomplete, or misleading. Customer is responsible for evaluating and validating AI-generated content before use. We do not warrant that AI outputs will be accurate or suitable for any purpose.

6.4 AI Processing Appendix

Additional technical details regarding AI processing, data handling, and third-party services may be provided in an AI Processing Appendix (attached or available upon request). The DPA governs the processing of personal data.

7. Intellectual Property

7.1 aiGonomic IP Rights

All intellectual property rights in and to the Services and Documentation remain with aiGonomic or its licensors. Customer receives only the rights expressly granted in this Agreement.

7.2 License Grant

Subject to Customer's compliance with this Agreement, aiGonomic grants Customer a non-exclusive, non-transferable right to access and use the Services during the Subscription for Customer's internal business purposes.

7.3 Customer Data

Customer retains ownership of Customer Data. Customer grants aiGonomic a worldwide, non-exclusive, royalty-free license to host, store, transmit, and otherwise process Customer Data solely to provide, maintain, secure, and support the Services and to meet legal obligations.

Where we use Customer Data to improve the Services, we do so in accordance with the DPA and, where feasible, using aggregated or de-identified information.

7.4 Feedback

If Customer provides feedback, Customer grants aiGonomic the right to use and incorporate that feedback without obligation to Customer.

8. Fees and Payment

8.1 Subscription Fees

Customer shall pay subscription fees as agreed in the applicable order form, pricing schedule, or invoice. Fees exclude taxes.

8.2 Payment Terms

Payment terms are as specified in the applicable order form or invoice. If payment is overdue, we may suspend access until payment is received.

8.3 Trial Periods

Trial access is provided "as is" and may be limited in duration or functionality.

8.4 Price Changes

We may update pricing with reasonable advance notice. Updated pricing applies on renewal. If Customer does not agree, Customer may choose not to renew.

9. Data Protection

9.1 Data Processing

The processing of personal data is governed by the DPA. If there is a conflict between this Agreement and the DPA regarding personal data processing, the DPA controls.

9.2 Roles and Responsibilities

Customer is the controller for Customer Data and determines the purposes and means of processing. aiGonomic acts as processor and processes personal data only as instructed by Customer and as set out in the DPA.

9.3 Privacy Policy

Our Privacy Policy describes how we process personal data related to our websites and service administration.

10. Confidentiality

10.1 Confidentiality Obligations

Each party will protect the other party's Confidential Information using reasonable care and will use it only to perform obligations or exercise rights under this Agreement.

10.2 Exceptions

Confidentiality obligations do not apply to information that is public through no breach, already known, independently developed, rightfully received from a third party, or required to be disclosed by law (with notice where legally permitted).

11. Term and Termination

11.1 Effective Date and Term

This Agreement starts when Customer first accesses or uses the Services and continues for the Subscription term.

11.2 Subscription Term and Renewal

Subscription terms and renewals are as set out in the applicable order form or plan terms. Unless otherwise stated, Subscriptions renew automatically, and Customer may disable auto-renewal before the renewal period.

11.3 Termination by Customer

Customer may terminate the Subscription by providing written notice or by using the account cancellation functionality, effective at the end of the then-current billing period (unless otherwise agreed in an order form).

11.4 Termination for Breach

Either party may terminate this Agreement if the other party materially breaches and fails to cure the breach within 30 days after receiving written notice.

11.5 Effects of Termination

Upon termination:

- Customer's right to use the Services ends at the effective termination date.
- We will make Customer Data available for export for a limited period (typically 30 days) following termination.
- After the export period, Customer Data will be deleted in accordance with our DPA and applicable law, subject to legal retention requirements.

12. Limitation of Liability

12.1 Cap on Liability

To the fullest extent permitted by law, aiGonomic's total liability arising out of or relating to this Agreement will not exceed the amounts paid by Customer for the Services in the 12 months immediately preceding the event giving rise to the claim.

12.2 Exclusion of Consequential Damages

To the fullest extent permitted by law, neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, or business opportunity, even if advised of the possibility of such damages.

12.3 Exceptions

Nothing in this Agreement excludes or limits liability to the extent it cannot be excluded or limited under applicable law. In particular, nothing in this Agreement limits liability for intent (and any other category that applicable law treats as non-limitable).

13. Warranty

13.1 Limited Warranty

We will provide the Services with reasonable care and skill and in a professional manner.

13.2 Disclaimer

Except as expressly stated in this Agreement, the Services (including any AI Features) are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not guarantee that the Services will be uninterrupted, error-free, or that they will meet every Customer requirement. We take security seriously, but no service can be guaranteed to be 100% secure.

13.3 AI Disclaimer

AI functionality is a core component of the Services. The quality and relevance of AI-generated outputs depend significantly on the information, content, configuration, and instructions provided by Customer and its End Users.

Customer is responsible for:

- Providing accurate, appropriate, and lawful input data and content,
- Configuring AI workflows and knowledge sources appropriately, and
- Reviewing AI-generated drafts and actions before external use or customer-facing communication.

We may provide usage guidance and best practices, but we do not guarantee specific outcomes or performance levels.

AI outputs may be inaccurate, incomplete, or misleading. To the fullest extent permitted by law, aiGonomic does not warrant that AI outputs will be accurate, reliable, or suitable for any particular purpose.

14. Indemnification

14.1 Customer Indemnity

Customer will indemnify and hold harmless aiGonomic from third-party claims arising out of (a) Customer Data, (b) Customer's breach of this Agreement, or (c) End Users' use of the Services in violation of this Agreement or applicable law.

14.2 Procedure

The indemnified party must provide prompt notice, allow reasonable control of the defense and settlement, and provide reasonable cooperation.

15. Changes to Terms

We may update this Agreement from time to time. We will provide reasonable advance notice of material changes (typically at least 30 days) by email or by posting a notice in the Services. Continued use after the effective date means acceptance. If Customer does not agree, Customer may stop using the Services.

16. Miscellaneous

16.1 Assignment

Customer may not assign this Agreement without our consent. We may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all assets.

16.2 Severability

If any provision is unenforceable, it will be modified to the minimum extent necessary, and the remainder will remain in effect.

16.3 Entire Agreement

This Agreement and the companion documents constitute the entire agreement regarding the Services.

16.4 Independent Contractors

The parties are independent contractors.

16.5 Force Majeure

Neither party is liable for delays caused by events beyond reasonable control.

16.6 Notices

Notices must be in writing. Notices to aiGonomic should be sent to support@aigonomic.com or privacy@aigonomic.com.

17. Governing Law and Disputes

17.1 Governing Law

German law applies. The UN Convention on Contracts for the International Sale of Goods does not apply.

17.2 Jurisdiction

Courts of Munich, Germany have exclusive jurisdiction.