LEGAL

Legal Texts

Complete edition of all documents for all Structify products and the website

Version 2.1 · valid from 18 November 2026

1. General Terms and Conditions
2. Data Processing Agreement
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Structify Solutions UG (haftungsbeschränkt) · Gartenstraße 8 · 92348 Berg · Germany · Amtsgericht Nürnberg HRB 46012
The version published at structify.solutions/rechtliches is authoritative. In the event of discrepancies between the German and the English version, the German version prevails.

General Terms and Conditions

Structify Solutions UG (haftungsbeschränkt)
Version 2.1 · valid from 18 November 2026

The German version prevails.

These General Terms and Conditions apply together with the Data Processing Agreement (Annex 1), the Service and Price Overview (Annex 2) and the Terms of Use. All documents bear the same version number and can be accessed, saved and downloaded as PDF at structify.solutions/rechtliches, where you will also find earlier versions.

§ 1 Scope

(1) These General Terms and Conditions (the "Terms") apply to all contracts between Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg, Germany, registered in the commercial register of the Local Court (Amtsgericht) of Nuremberg under HRB 46012 ("Structify"), and its customers concerning the use of Structify's software products.

(2) Products within the meaning of these Terms are:

- **Structify**: the software for planning and construction, available as an application in a web browser, as an installable application for macOS and Windows, to the extent that Structify offers it, and as an app for iOS and Android;
- **Structify Operate**: the digital operations log for operators of technical installations;
- **Structify Property**: the software for the management of real estate, available as an application in a web browser;
- future products and additional features that Structify offers with reference to these Terms.

All forms of Structify (in the browser, for macOS and Windows and for iOS and Android) access the same platform and the same data of the Customer. The products and features that the Customer is entitled to use are determined by its order.

(3) The Customer's own terms and conditions do not become part of the contract, even if Structify does not expressly object to them or performs its services in the knowledge of them. They apply only if Structify expressly agrees to their application in Text Form.

(4) These Terms, in the version incorporated in each case, also apply to future contracts with the same Customer concerning the Products, without Structify having to refer to them again.

§ 2 Customers

(1) Structify concludes contracts exclusively with entrepreneurs (Unternehmer) within the meaning of Section 14 of the German Civil Code (BGB), with legal entities under public law and with special funds under public law. Contracts with consumers within the meaning of Section 13 BGB are excluded.

(2) The person placing the order on behalf of the Customer confirms during the ordering process that the Customer is entering into the contract in the exercise of its commercial or independent professional activity and that he or she is authorised to represent the Customer.

§ 3 Definitions

In these Terms:

- **Platform** means the application operated by Structify as software as a service, including the servers, interfaces and data stocks accessed by the Products.
- **Customer** means the company or organisation that enters into a contract with Structify.
- **User** means any natural person who uses the Products on behalf of the Customer, in particular the Customer's employees.
- **External Parties** means persons outside the Customer's organisation whom the Customer invites free of charge to individual projects or installations of the Customer (project-related invitation), for example contractors, subcontractors, clients (building owners), bidders, specialist planners or viewers in Structify Operate.
- **User Seat** means the right of a named person to use the Products in a specific role (for example Management, Project Management, Planning or, in Structify Operate, Admin and Standard User). The functionality and price of each role are set out in the Service and Price Overview.
- **Account Type** means the type of access, namely Licence Account, Trial and Demo Access, Showroom Access or External Access (§ 6).
- **Contract Year** means, in the case of an annual contract, the period of twelve months from the start of the contract or from the start of a renewal period.
- **Text Form** means a legible declaration on a durable medium, for example by email (Section 126b BGB).

§ 4 Subject Matter of the Contract and Right of Use

(1) Structify makes the Platform available to the Customer for use via the internet for the term of the contract. In the browser, Structify is used via a standard web browser. The Customer or the User installs the Structify apps for macOS, Windows, iOS and Android on their own devices; Structify provides the installation files via app stores or its own download page.

(2) For the term of the contract, the Customer receives the simple (non-exclusive), non-transferable and non-sublicensable right to use the booked Products to the agreed extent for its own business purposes and to install the apps on its Users' devices for this purpose. The Customer does not acquire any further rights, in particular to the software itself.

(3) Each User Seat may only be used by one named person at any one time. The Customer may assign a User Seat to another person, for example in the event of a change of personnel. Access for External Parties does not constitute a User Seat (§ 6(5)).

(4) Where Users obtain an app via an app store (for example the Apple App Store or the Mac App Store), the terms of the respective store operator additionally apply to that acquisition in the relationship with that store operator. The store operator is not a party to this contract and is not responsible for the Products, their maintenance or support. In the relationship between Structify and the Customer, these Terms take precedence.

(5) The Customer has no claim to the source code being handed over. Mandatory statutory rights under Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.

§ 5 Conclusion of the Contract

(1) The contract is concluded when the Customer completes the ordering process and Structify confirms the order, at the latest upon activation of access, or when the Customer accepts an individual offer from Structify. Presentations of the Products and prices on the website or in the application do not constitute a binding offer.

(2) Structify may make the ordering process subject to prior approval. There is no entitlement to approval or to the conclusion of a contract.

(3) By placing the order, the Customer accepts these Terms, including the Data Processing Agreement (Annex 1). The time, the version and the person acting are logged.

§ 6 Account Types

(1) **Licence Account.** The Licence Account is the paid access following an order. These Terms apply to it without restriction.

(2) **Trial and Demo Access.** Structify may set up free-of-charge trial or demo access for prospective customers or customers. There is no entitlement to such access.

- Service: functionality as approved by Structify; it may be restricted.
- Duration: limited to the period stated at the time of approval; the usual duration of the test phase is stated in the Service and Price Overview (Annex 2). Structify may terminate the access early if there is an objective reason, in particular in the event of misuse; Structify gives 14 days' notice of any early termination that is not based on misuse.
- Availability and support: the commitments under §§ 8 and 10 do not apply; Structify provides support where possible.
- Liability: § 23(4) (use free of charge).
- Data: Until the end of the trial period, the Customer may export its data. When the trial period ends, Structify blocks the access completely; there is no read-only access under § 25(2). If the Customer orders licences for the same organisation, the data are retained; this is also possible after the end of the trial period as long as the data have not been deleted. If no order is placed, Structify deletes the data 30 days after the end of the trial period; § 25(3) sentences 2 and 3 and § 25(4) and (5) apply accordingly.

(3) **Showroom Access.** Showroom Access is a demonstration environment with sample data that Structify provides, for example, to prospective customers or cooperation partners for presentations.

- Service: demonstration of the features using sample data. Showroom Access is not intended for real project, installation or personal data; the User must not enter such data there.
- Duration: until the date stated when the access is set up; Structify may terminate the access with 14 days' notice or, in the event of misuse, with immediate effect.
- Availability and support: as in paragraph 2.
- Liability: § 23(4).
- Data: Data are not transferred from the showroom to a Licence Account. Structify resets or deletes showroom content after the access ends.

(4) Individual agreements on trial or showroom access take precedence over these rules.

(5) **External Access.** The Customer may invite External Parties free of charge to individual projects or installations of the Customer, for example via personal invitation links, portals for contractors or clients (building owners), bidder portals, guest tickets or the viewer role in Structify Operate. Access by External Parties is project-related; External Parties do not occupy any User Seats.

- Service: access to the projects or installations to which the Customer invites the External Party, within the scope of the features that the Customer releases for that External Party.
- Duration: until the Customer revokes the release, completes the project or the Customer's contract ends.
- Contractual relationship: there is no paid contract between Structify and the External Party. Each External Party confirms the Terms of Use before first use.
- Liability towards the External Party: § 23(4).
- Data: content that External Parties enter into the Customer's projects or installations forms part of the Customer's data; the Data Processing Agreement and § 25 apply to it.

- The Customer must not use External Access to circumvent the booking of User Seats for persons within its own organisation.

§ 7 Scope of Services and Changes to Services

(1) The functionality owed is determined by the order and by the Service and Price Overview (Annex 2) in the version applicable at the time the contract is concluded.

(2) Structify continuously develops the Products and may change them, extend them and adapt them to the state of the art, in particular for reasons of security, stability, legal requirements and new features.

(3) Changes that restrict the agreed scope of services are only permitted if Structify has a legitimate interest in them and the core features are not materially restricted for the Customer. Structify announces such changes in Text Form at least six weeks in advance. If the Customer is materially affected by the change, it may terminate the contract with effect from the date of the change; Structify refunds, on a pro rata basis, fees already paid for the period thereafter.

(4) Features that are labelled as beta, preview or free additional features do not form part of the scope of services owed. Structify may change or discontinue them at any time.

§ 8 Availability

(1) Structify commits to an **availability of the Platform of 99.5% per calendar month**. The Platform is available if Users can log in and use the core features of Structify in the browser via the internet. The relevant point is the point of transfer at the exit of the data centres used by Structify.

(2) Availability is calculated as follows:
Availability in % = (minutes in the calendar month − excluded minutes − downtime minutes) ÷ (minutes in the calendar month − excluded minutes) × 100.
Structify measures availability by automatic monitoring at intervals of no more than five minutes and informs the Customer, on request, of the measured availability for the previous month.

(3) The following are excluded:

- announced maintenance work within the maintenance windows under § 9(1);
- outages due to force majeure (§ 24);
- disruptions that lie within the sphere of responsibility of the Customer or its Users, in particular affecting their devices, networks and internet connections, or that the Customer causes through use in breach of contract;
- disruptions of the public internet outside Structify's sphere of influence.

Disruptions and outages at service providers that Structify uses to provide its services (for example hosting, database, storage, email or AI providers) always count as downtime, even if they are due to force majeure at the service provider (§ 24(2)). Emergency maintenance under § 9(3) likewise counts as downtime.

(4) The commitment covers the Platform and thus the server services used by Structify (on all platforms) and Structify Operate. It does not cover the availability of the app stores or the offline features on the devices.

(5) If the committed availability is not achieved, the Customer does **not receive a flat-rate service credit**. Its statutory rights, in particular to a reduction of fees, to damages under § 23 and to termination for good cause, remain unaffected.

(6) For restoration following a loss of data, Structify commits to the recovery times stated in the Data Processing Agreement (Annex 1, Schedule 2 No. 3): no more than two hours in the case of a partial loss and no more than eight hours in the case of a total loss of the database, in each case from the time Structify

becomes aware of it. The loss of access to the account with the infrastructure provider is excluded from this commitment (Annex 1, Schedule 2 No. 3).

§ 9 Maintenance

(1) Structify carries out scheduled maintenance work within the following maintenance windows: Monday to Friday outside the hours of 07:00 to 19:00, and all day on Saturdays, Sundays and public holidays observed throughout Germany. The time applicable in Germany is decisive.

(2) Structify announces scheduled maintenance work that leads to noticeable restrictions at least 48 hours in advance in the application or by email.

(3) Emergency maintenance, in particular to avert security risks or to remedy serious disruptions, is permitted at any time without notice. Structify informs the Customer without undue delay of the reason and the expected duration.

§ 10 Support

(1) During the term of the contract, Structify provides support on questions of use and on disruptions by email to support@structify.solutions and via the contact channels in the application.

(2) Service hours are Monday to Friday from 09:00 to 17:00, excluding public holidays observed throughout Germany as well as 24 and 31 December.

(3) Structify commits to the following **initial response times** within service hours, calculated from receipt of the report:

Category	Description	Initial response
critical	The Platform cannot be used by the Customer, a core feature has failed for all Users, or a security incident is suspected.	4 service hours
normal disruption	A feature is disrupted, but use is otherwise possible.	1 working day
request	Questions on operation, requests, other matters.	2 working days

An initial response is feedback from a qualified person with an initial assessment or the next steps; it is not the solution. Structify assigns the report to a category on the basis of objective criteria; the Customer may request a higher classification.

(4) **Resetting a second factor.** If a User has access neither to their second factor nor to their recovery codes, Structify resets the second factor upon request to support@structify.solutions. Structify responds within 1 working day of receipt of the request and resets the second factor within 1 working day of successful identity verification; the identity verification procedure is described in the Terms of Use (§ 2(3)). The service hours under paragraph 2 apply.

(5) If Structify exceeds an initial response time or the time limit under paragraph 4, this does not give rise to any separate claims such as service credits or contractual penalties. The Customer's statutory rights remain unaffected.

§ 11 Terms of Use

(1) The use of the Products is additionally governed by Structify's Terms of Use. They regulate in particular the handling of access credentials, two-factor authentication, permitted use and particularities of individual Products.

(2) Every person who uses the Products confirms the Terms of Use personally before first use; this also applies to External Parties. In the event of any conflict, these Terms take precedence over the Terms of Use.

§ 12 Obligations of the Customer

(1) The Customer provides accurate and complete information when placing its order and keeps its company, contact and billing data up to date.

(2) The Customer ensures that its Users keep their access credentials secret and do not disclose them to third parties. If misuse of access credentials is suspected, the Customer informs Structify without undue delay.

(3) **Account security and two-factor authentication.** Structify provides two-factor authentication for all user accounts and expressly recommends its use; the software notifies Users without a second factor of this when they log in. Setting up the second factor is the responsibility of the Customer and its Users; within the scope of paragraph 7, the Customer works towards its Users setting it up. Without a second factor, there is an increased risk that unauthorised persons will use access credentials they have obtained to access the Customer's account and data. For damage, in particular loss of data or unauthorised access, resulting from the fact that the second factor offered had not been set up, Structify is liable only to the extent that a breach of duty by Structify, for example a security vulnerability in the software, contributed to causing the damage; in this case, the failure to set it up is taken into account as contributory fault on the part of the Customer in proportion to the respective contribution to causation (Section 254 BGB). In all other respects, § 23 remains unaffected, in particular Structify's unlimited liability under § 23(1) (among other things for intent and gross negligence, for damage arising from injury to life, body or health and under the German Product Liability Act) and its liability for the breach of material contractual obligations under § 23(2).

(4) The Customer is responsible for the content entered by it, its Users and the External Parties it has invited. It ensures that such content is lawful and does not infringe the rights of third parties, in particular copyrights, personality rights and data protection rights.

(5) The Customer uses the export functions regularly and, on its own responsibility, backs up data on which it also relies outside the Products. Structify's data backups remain unaffected by this.

(6) The Customer indemnifies Structify against claims by third parties asserted against Structify on account of an infringement of rights by content of the Customer, its Users or its External Parties, including reasonable costs of legal defence. This does not apply to the extent that the Customer is not responsible for the infringement.

(7) The actions of its Users are attributed to the Customer. The Customer ensures that Users and External Parties comply with the Terms of Use.

(8) Where the Customer uses Structify Operate, its statutory and regulatory obligations as operator of the installations remain unaffected. Structify Operate supports documentation; it does not replace any prescribed inspection, monitoring or notification.

§ 13 AI Features

(1) The Products contain features based on artificial intelligence, for example the assistant "KAI", voice transcription, analysis of photos and documents, suggestions for minutes and tickets and, in Structify Operate, analyses of operating data, calculations and recommendations, for example on maintenance, orders or consumption. These features provide support; they do not take decisions.

(2) AI output is generated automatically and may be incomplete or incorrect. The Customer checks it professionally before use and approves it on its own responsibility.

(3) AI features do not provide legal, tax or specialist planning advice and do not replace review by qualified professionals.

(4) AI features in Structify Operate do not issue control commands to installations and do not intervene in their operation. Recommendations only take effect once an authorised person has reviewed and approved them, for example an order. This excludes automatic notifications that Structify Operate triggers according to fixed rules without prior approval, for example when set thresholds are exceeded or in the case of unprocessed faults; they are not based on a decision by the AI and merely supplement the Customer's own monitoring (Terms of Use § 11(3)). Structify Operate is not a safety, control or alarm system within the meaning of technical or regulatory provisions. The Customer only uses it if the protective and safety devices of its installations and the prescribed monitoring operate independently of Structify Operate.

(5) The AI Transparency Statement describes which providers Structify uses for AI features and how AI output is labelled.

§ 14 Use of Data by Structify

(1) Structify processes the Customer's content only in order to provide the contractual services, in accordance with the Data Processing Agreement.

(2) **No AI training without your consent.** Structify does not use the Customer's content for training, fine-tuning or improving AI models and does not pass it on to third parties for this purpose, unless the Customer has given its express consent (opt-in). Consent is given for the entire organisation by a person with the Management role in the settings; it is switched off by default and may be withdrawn at any time with effect for the future. As long as Structify does not offer this setting, no training with the Customer's content takes place.

(3) **Anonymised usage statistics.** Structify may record which features are used, when and how (usage events with a timestamp and technical metrics, for example loading times or error codes), and aggregate this information into anonymous, consolidated statistics. The Customer's content, for example texts, photos, documents, recordings or project and installation data, does not form part of these statistics. Structify uses the statistics to improve the Products, to safeguard operations, to plan capacity and to substantiate its own performance claims. Published statistics do not allow any conclusions to be drawn about individual customers or persons. Details are governed by § 9 of the Data Processing Agreement.

§ 15 Remuneration and Payment

(1) The remuneration is determined by the order and by the Service and Price Overview applicable at the time the contract is concluded, in particular by the number and roles of the User Seats, the modules booked and the billing period (monthly or annual). For an annual contract, Structify grants a discount on the monthly price, the amount of which is stated in the price overview. Further discounts, for example for early adopters, and the conditions of the set-up assistance are likewise stated in the Service and Price Overview.

(2) All prices are exclusive of statutory value added tax (VAT), where applicable:

- Customers established in Germany: German VAT at the statutory rate.
- Customers established in another Member State of the European Union with a valid VAT identification number: the tax liability is transferred to the Customer (reverse-charge procedure); the invoice does not show German VAT.
- Customers established in Switzerland or Liechtenstein: the place of supply is with the Customer; the invoice does not show German VAT. Any tax arising in the Customer's country is borne by the Customer.

(3) Payment is processed by the payment service provider Stripe. The Customer maintains a valid means of payment throughout the term of the contract. Structify does not receive complete card data. Structify may agree payment by invoice on an individual basis.

(4) The remuneration is payable in advance: for monthly billing at the start of each billing month, and for an annual contract at the start of each Contract Year.

(5) In the event of payment default, the Customer owes default interest in accordance with Section 288(2) BGB. Further statutory claims, in particular the lump sum under Section 288(5) BGB, remain reserved.

(6) If the Customer is in default with a substantial part of the remuneration, Structify may suspend access until payment is made, following notice in Text Form and the expiry without result of a reasonable grace period. Read-only access and export remain possible during this time. The obligation to pay remains in place.

§ 16 Price Changes

(1) Structify may change the prices with effect from the start of the next billing period: for monthly billing from the start of a billing month, and for an annual contract from the start of the next Contract Year. Price changes do not apply to periods already paid for.

(2) Structify announces a price change in Text Form **at least six weeks** before it takes effect and points out the special right of termination.

(3) In the event of a price increase, the Customer may terminate the contract, up until the increase takes effect, with effect from that date (special right of termination). If the Customer does not terminate, the contract continues at the new prices from that date.

(4) Agreed discounts, promotional prices and redeemed promotional codes apply until the end date specified when they were agreed; a price change does not affect them until then.

§ 17 Term and Termination

(1) **Monthly billing.** The contract runs for an indefinite period without a minimum term. Either party may terminate it at any time with effect from the end of the current billing month.

(2) **Annual contract.** The annual contract runs for one Contract Year. It is renewed for a further Contract Year in each case unless either party terminates it **no later than one month before the end** of the current Contract Year.

(3) The Customer declares termination via the subscription management in the application through an authorised person or in Text Form. Structify confirms the termination in Text Form.

(4) In the case of ordinary termination, Structify does not refund any remuneration for current billing periods already paid for. Fees already paid for the period after the end of the contract are refunded on a pro rata basis if the Customer effectively terminates for good cause, exercises its special right of termination under § 7(3) or under § 5 of the Data Processing Agreement, or terminates under § 26(5).

(5) The right of either party to terminate for good cause remains unaffected. Good cause exists for Structify in particular if the Customer is in default with the remuneration for two consecutive due dates, or with a not insignificant part of it for more than 30 days, or continues to breach a material contractual obligation despite a formal warning with a reasonable deadline. A formal warning is not required if it is obviously unlikely to succeed.

(6) Access in accordance with the contract remains in place until the termination takes effect. § 25 applies to the period thereafter.

§ 18 Suspension

(1) Structify may temporarily suspend, in whole or in part, the access of the Customer, of individual Users or of External Parties if there are specific indications of use that is unlawful or in breach of contract, if the use poses a threat to the security of the Platform or to the data of third parties, or if the conditions of § 15(6) are met.

(2) Structify chooses the least intrusive suitable measure and, where possible, limits the suspension to the persons or features concerned. Structify announces the suspension to the extent reasonable; where there is imminent danger, Structify informs the Customer without undue delay afterwards.

(3) The suspension is lifted as soon as the reason for it no longer applies. In the case of a justified suspension, the obligation to pay the remuneration remains in place.

§ 19 Data Protection and Processing on Behalf

(1) To the extent that Structify processes personal data on behalf of the Customer, the **Data Processing Agreement (Annex 1)** applies. It forms part of these Terms and is concluded in Text Form upon their acceptance (Article 28(9) GDPR); no separate consent is required.

(2) If the parties have concluded an individual data processing agreement, that agreement takes precedence over the Data Processing Agreement under Annex 1.

(3) The Privacy Policy describes how Structify processes personal data as a controller in its own right.

(4) The Customer remains responsible for the lawfulness of the processing it initiates, in particular for ensuring that it is permitted to transmit the data entered to Structify.

§ 20 Confidentiality

(1) The parties treat all confidential information of the other party as confidential, use it only for the performance of the contract and do not disclose it to third parties without consent. Confidential information includes in particular business and trade secrets, the Customer's content in the Products and non-public information about the Products.

(2) This does not apply to information that was lawfully known to the receiving party beforehand, that is or becomes publicly known through no action of its own, that it lawfully receives from third parties without an obligation of confidentiality or has developed itself, or that it must disclose on the basis of a statutory, regulatory or judicial order. In the latter case, it informs the other party to the extent legally permissible.

(3) The confidentiality obligations apply during the contract and for three years thereafter. Further statutory protection, in particular under the German Trade Secrets Act (GeschGehG), remains unaffected.

§ 21 Reference Listing

(1) Structify may name the Customer as a reference, namely with its company name and logo on the website, in presentations and in customer lists. For this purpose, the Customer grants Structify the simple (non-exclusive), royalty-free right to use its logo to this extent.

(2) Structify publishes the Customer's content, quotations, case studies or statements on results only with the Customer's separate consent in Text Form.

(3) The Customer may object to the reference listing at any time without giving reasons, in the settings of the application or in Text Form. Structify then removes the listing from the website and from future presentations and materials within 30 days. Structify may use up materials that have already been printed.

(4) Individual agreements and non-disclosure agreements that exclude a reference listing or regulate it differently take precedence.

§ 22 Warranty

(1) The statutory provisions on rental agreements (Mietrecht) apply to defects in the Products, unless otherwise provided in this section.

(2) The Customer notifies defects in Text Form without undue delay after discovering them and describes them as precisely as is possible and reasonable for it. It supports Structify in the analysis to a reasonable extent.

(3) Structify remedies defects that more than insignificantly impair use in accordance with the contract within a reasonable period. Structify may initially provide a reasonable workaround if the actual remedy follows within a reasonable time.

(4) Strict liability (liability irrespective of fault) for defects that already existed at the time the contract was concluded (Section 536a(1), first alternative, BGB) is excluded. Liability in the event of fault is governed by § 23.

(5) Product descriptions and presentations do not constitute guarantees. A guarantee exists only if Structify expressly designates it as a guarantee in Text Form.

§ 23 Liability

(1) Structify is liable without limitation

- in the event of intent and gross negligence,
- for damage arising from injury to life, body or health,
- under the German Product Liability Act (ProdHaftG),
- to the extent of any guarantee assumed, and
- in the event of fraudulent concealment of a defect.

(2) In the event of slight negligence, Structify is liable only for the breach of material contractual obligations. Material obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. In this case, liability is limited to the typical damage foreseeable at the time the contract was concluded, namely, per event giving rise to the damage, **to the remuneration that the Customer paid to Structify in the twelve months preceding that event, but at least EUR 5,000**.

(3) Otherwise, liability for slight negligence is excluded.

(4) **Use free of charge.** In the case of Trial and Demo Access, Showroom Access and External Access, Structify is liable towards the respective User only in accordance with paragraph 1. For the slightly negligent breach of a material contractual obligation, paragraph 2 applies with the minimum amount of EUR 5,000.

(5) In the event of slight negligence, Structify is liable for the loss of data only in the amount of the effort that would have been required for restoration had the data been backed up properly. This does not apply to the extent that Structify has failed to carry out its own data backups as owed. Structify is not liable in the event of slight negligence for data that are stored exclusively locally on a device and have not yet been transferred to the Platform (for example offline entries in Structify for iOS and Android).

(6) These liability rules also apply in favour of Structify's officers, employees and vicarious agents.

(7) Mandatory statutory liability remains unaffected.

§ 24 Force Majeure

(1) Neither party is responsible for failures of performance that are due to force majeure, that is, to extraordinary events outside its sphere of influence that cannot be averted even by exercising reasonable care. These include in particular natural disasters, war, terrorism, epidemics, orders by public authorities, industrial action in third-party businesses, large-scale outages of public power or telecommunications networks, and attacks on the party's own IT systems that could not be prevented despite reasonable protective measures.

(2) **The following do not constitute force majeure:** disruptions, outages and deficiencies in performance of the service providers that Structify uses to provide its services, in particular the hosting, database, storage, email and AI providers, for whatever reason, even if they are due to force majeure at the service provider itself. They count as downtime for the purposes of availability under § 8. Structify's liability in this respect is governed by § 23.

(3) The affected party informs the other party without undue delay of the start and expected duration. The obligations to perform are suspended for the duration and to the extent of the effects.

(4) If the force majeure lasts longer than six weeks and it is unreasonable to continue to be bound by the contract, either party may terminate for good cause.

§ 25 End of the Contract and Data

(1) During the term of the contract, the Customer may download its data at any time via the export functions in common, machine-readable formats.

(2) **30 days of read-only access.** After the end of the contract, all of the Customer's previous Users retain read-only access for 30 days in order to view and export data. No new content can be created during this period.

(3) After the 30 days have expired, Structify deletes the Customer's data. Structify deletes it earlier on the Customer's instruction. Deletions take effect in the backup copies as these expire, at the latest after six months; until then, the data are protected against any further use.

(4) Structify retains data that it is required to retain on the basis of statutory retention obligations, in particular under commercial and tax law, until the respective period has expired and deletes them thereafter.

(5) The right of data subjects to data portability under Article 20 GDPR remains unaffected.

(6) **Structify for iOS and Android after the end of the licence.** If the contract or a Trial and Demo Access ends, Structify also blocks access via Structify for iOS and Android. After the end of the contract, read-only access under paragraph 2 is available in the browser; after the end of a Trial and Demo Access, there is no read-only access (§ 6(2)). Entries that had not yet been transferred to the Platform by then remain stored on the device for up to 30 days. If the Customer extends the contract during this period or concludes a new contract for the same organisation, they are transferred; thereafter they may be deleted from the device. § 23(5) sentence 3 remains unaffected.

§ 26 Amendments to these Contract Terms

(1) Structify may propose to the Customer amendments to these Terms, to the Data Processing Agreement and to the Terms of Use with effect for the future if there is an objective reason for doing so, for example a change in the legal situation, new products or features, or reasons of security. All documents then receive a common new version number.

(2) Structify communicates the amendments in Text Form, states the material amendments and makes the new version available at structify.solutions/rechtliches. Consent is obtained the next time a person authorised to represent the Customer logs in to the application. The time, the version and the person acting are logged.

(3) An amendment takes effect as soon as the Customer consents to it. Amendments that are exclusively advantageous to the Customer, for example additional features at no extra charge, take effect as soon as they are announced.

(4) **Transition period.** From the first presentation of the new version, the Customer may continue to use the Products without restriction for 14 days. If the Customer does not consent within this period, only the following features are available until consent or termination: reading the data, export, termination and the account security pages (profile, password, two-factor authentication). These features are also available at any time without consent. For the duration of the restriction, the Customer does not owe any remuneration; Structify offsets fees already paid for this period against the next payment or refunds them.

(5) Instead of consenting, the Customer may terminate the contract, either with immediate effect or as of a later date of its choosing, at the latest as of the end of the current billing period or, in the case of an annual contract, of the current Contract Year. Until the end of the contract, the previous version applies to the Customer; the restriction under paragraph 4 ceases to apply as soon as notice of termination has been given. Structify refunds, on a pro rata basis, fees already paid for the period after the end of the contract; this also applies to an annual contract.

(6) **Transition from Version 1.0.** For Customers whose contract was concluded on the basis of Version 1.0, Version 1.0 continues to apply in its most recently announced version until the Customer consents to Version 2.0 or the contract ends. Structify presents Version 2.0 to these Customers for consent; no restriction under paragraph 4 applies in this case. Contracts concluded after Version 2.0 entered into force on 8 October 2026 are subject to Version 2.0. Paragraphs 1 to 5 apply to all future amendments from Version 2.0 onwards.

§ 27 Order of Precedence

In the event of any conflict, the contractual documents apply in the following order:

- 1. individual agreements between Structify and the Customer (Section 305b BGB);
- 2. the Data Processing Agreement (Annex 1) in all matters of data protection;
- 3. these Terms;
- 4. the Terms of Use;
- 5. the Service and Price Overview (Annex 2).

§ 28 Final Provisions

(1) Amendments and additions to the contract require at least Text Form; this also applies to any waiver of the Text Form requirement. The precedence of individual agreements remains unaffected.

(2) The Customer may only set off claims that are undisputed, have been finally determined by a court or are ready for decision. A right of retention exists only in respect of claims arising from the same contractual relationship.

(3) The Customer may assign rights under the contract only with Structify's prior consent; Section 354a of the German Commercial Code (HGB) remains unaffected.

(4) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This also applies to Customers established in Austria,

Switzerland or Liechtenstein. Mandatory provisions of the law of the Customer's place of establishment that cannot be derogated from by agreement remain unaffected.

(5) The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Nuremberg, Germany, if the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, or is established outside Germany. For Customers established in the European Union, this applies in accordance with Article 25 of Regulation (EU) No 1215/2012, and for Customers established in Switzerland in accordance with Article 23 of the Lugano Convention. Structify may also bring an action against the Customer at the Customer's general place of jurisdiction.

(6) These Terms are available in German and English. In the event of any discrepancy, the German version prevails.

(7) If any provision is invalid, the remaining provisions remain valid. The invalid provision is replaced by the statutory provisions (Section 306(2) BGB).

Annex 1 – Data Processing Agreement

The Data Processing Agreement is a separate document bearing the same version number (structify.solutions/rechtliches/avv). It forms part of these Terms.

Annex 2 – Service and Price Overview

The Service and Price Overview describes, for each Product, the features, the roles of the User Seats, the bookable modules and packages, the prices, the discount for an annual contract and further discounts, the test phase, the set-up assistance and the services for External Access. The version that was displayed at structify.solutions/preise and in the ordering process at the time the contract was concluded is authoritative; Structify archives each version with its date at structify.solutions/rechtliches.

Data Processing Agreement

Annex 1 to the General Terms and Conditions of Structify Solutions UG (haftungsbeschränkt)
Version 2.1 · valid from 18 November 2026

The German version prevails.

Preamble – Parties and Conclusion

(1) This Data Processing Agreement (DPA) applies between the Customer as controller within the meaning of Article 4(7) GDPR (the "Controller") and Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg, Germany, Local Court (Amtsgericht) of Nuremberg HRB 46012, as processor within the meaning of Article 4(8) GDPR ("Structify").

(2) The Controller is an entrepreneur (Unternehmer) within the meaning of Section 14 of the German Civil Code (BGB) or a legal entity under public law.

(3) This DPA is an annex to and forms part of Structify's General Terms and Conditions (the "Terms"). It is concluded in Text Form upon their acceptance by a person authorised to represent the Controller; this electronic format satisfies Article 28(9) GDPR. A separate signature is not required. Structify logs the time and the version of the acceptance. The DPA can be accessed and saved at any time at structify.solutions/rechtliches/avv.

(4) If the parties have concluded an individual data processing agreement, that agreement takes precedence (§ 11).

§ 1 Subject Matter and Duration

(1) The subject matter is the processing of personal data on behalf of the Controller in the provision of the products Structify (in the browser, for macOS and Windows and for iOS and Android) and Structify Operate and of the underlying platform (together the "Platform") under the contract that the parties have concluded on the basis of the Terms (the "Main Agreement").

(2) The DPA begins with the Main Agreement and ends with it, without the need for termination. Obligations relating to erasure, return and confidentiality continue to apply after the end of the contract.

§ 2 Nature, Purpose and Place of Processing

(1) The nature and purpose of the processing, the types of data and the categories of data subjects are described for each product in Schedule 1 to this DPA.

(2) Hosting and storage of the Platform data take place in Germany (EU), in data centres of Hetzner Online GmbH in Nuremberg and Falkenstein. For AI analyses (voice, text, images), Structify uses US providers (OpenAI, Anthropic); further service providers with a third-country connection are listed in Schedule 3. Transfers to third countries take place only in accordance with § 8.

§ 3 Obligations of Structify (Article 28(3) GDPR)

Structify
a) processes personal data only on documented instructions from the Controller, including with regard to transfers to third countries, unless Structify is required to process them by Union or Member State law; in such a case, Structify informs the Controller of that legal requirement beforehand, unless that law prohibits it. If Structify considers an instruction to be unlawful, Structify informs the Controller without undue delay and may suspend its execution until it is confirmed or amended;

b) ensures that all persons authorised to process the data have committed themselves to confidentiality or are under a statutory obligation of confidentiality, including after the end of their activity;
c) takes all technical and organisational measures required under Article 32 GDPR in accordance with Schedule 2 and develops them further in line with the state of the art, without falling below the agreed level of protection;
d) complies with the conditions for sub-processors under § 5;
e) assists the Controller by appropriate measures in responding to requests from data subjects (Articles 12 to 23 GDPR), in particular through access, rectification, erasure and export functions, and forwards requests received by Structify to the Controller without undue delay;
f) assists the Controller with the obligations under Articles 32 to 36 GDPR, in particular with notifications of personal data breaches, communication to data subjects, data protection impact assessments and prior consultations;
g) after the end of the provision of services, deletes all personal data or makes them available for export, unless there is an obligation to store them (§ 10);
h) makes available all information necessary to demonstrate compliance with the obligations under Article 28 GDPR and allows for audits in accordance with § 7.

§ 4 Instructions

(1) This DPA and the Main Agreement constitute the documented instructions. The use of the Platform features in accordance with the contract by the Controller, its users and the external parties it has invited is deemed an instruction for the corresponding processing. This also covers transfers that the Controller initiates itself, for example to calendar or storage services in its own accounts, to project participants or by email. This also applies to the map display of the location where photos were taken: the map section from the OpenStreetMap Foundation is only loaded when a user expressly requests it („Karte laden“ ("Load map")); the user's browser then retrieves the map directly from the OpenStreetMap Foundation, which acts as an independent controller in doing so and is not a sub-processor.

(2) The Controller is responsible for the lawfulness of the processing and for the rights of the data subjects. This includes informing data subjects, for example where employees or third parties are captured in photos or voice recordings or where location data relating to recordings are stored.

(3) The Controller issues individual instructions in Text Form, for example by email to support@structify.solutions; it confirms oral instructions in Text Form without undue delay. The persons authorised to issue instructions are the Controller's legal representatives, the persons designated by them in Text Form and the users with the Management role.

(4) If an individual instruction requires services beyond the contractual scope, Structify may demand reasonable remuneration for the additional effort, provided that Structify points this out in advance.

(5) **Two-factor authentication.** Structify provides two-factor authentication for all user accounts and expressly recommends that it be set up (Schedule 2 No. 1). Whether the Controller's users set up a second factor is the responsibility of the Controller and its users; the Controller takes this into account in its own assessment of the appropriateness of the security measures (Article 32 GDPR) and, by means of appropriate instructions to its users, works towards their setting it up. Where damage results from a second factor offered not having been set up, it is attributable to the Controller as between the parties, unless an infringement of the GDPR or of this DPA by Structify, for example a security vulnerability of the Platform, contributed to causing the damage; in that case, the damage is apportioned in proportion to the respective contribution to causation (§ 11(1), Article 82(4) and (5) GDPR, Section 254 BGB). Liability towards data subjects under Article 82 GDPR remains unaffected.

§ 5 Sub-processors

(1) The Controller grants Structify general authorisation to engage other processors (sub-processors) (Article 28(2) GDPR). The sub-processors engaged are listed in Schedule 3; the current list is available at structify.solutions/rechtliches.

(2) **Prior information.** Structify informs the Controller in Text Form **at least 30 days in advance** of any intended addition or replacement of a sub-processor. The information states the name, registered office, service, data location and the basis of any third-country transfer.

(3) **Objection.** The Controller may object to the change in Text Form **within 14 days of receipt** of the information for an important reason relating to data protection. If the Controller does not object in due time, the change is deemed approved; Structify points out the deadline and this consequence in the information.

(4) If the Controller objects with justification, the parties seek an amicable solution, for example that the new sub-processor is not used for this Controller. If this is not successful, the Controller may terminate the Main Agreement with effect from the date of the change; Structify refunds, on a pro rata basis, fees already paid for the period thereafter.

(5) **Urgent cases.** If Structify has to replace a sub-processor at short notice because the sub-processor discontinues its service or there is a significant security risk, the period under paragraph 2 may be shorter. Structify then informs the Controller without undue delay; the right of objection and termination under paragraphs 3 and 4 remains in place.

(6) Structify imposes on each sub-processor by contract the same data protection obligations as set out in this DPA (Article 28(4) GDPR) and is liable to the Controller for their compliance.

§ 6 Notification of Personal Data Breaches

(1) Structify notifies the Controller of any breach of the security of the data processed on its behalf without undue delay after becoming aware of it. The notification contains, where available, the information under Article 33(3) GDPR; Structify provides any missing information in phases without undue further delay.

(2) Structify assists the Controller with the obligations under Articles 33 and 34 GDPR and documents every breach. The assessment of the notification obligation, the notification to the supervisory authority and the communication to data subjects are the responsibility of the Controller.

§ 7 Audits

(1) The Controller may satisfy itself of compliance with this DPA before the start of and during the processing. Structify provides evidence primarily by means of current self-assessments, reports from independent bodies, where available, and evidence from the sub-processors.

(2) Where necessary, Structify allows on-site inspections by the Controller or by an auditor bound to confidentiality who is not a competitor of Structify, after reasonable notice in Text Form, during normal business hours, without disproportionate disruption and while safeguarding trade secrets and the data of other customers.

(3) Each party bears its own costs. For audits without specific cause that take place more than once per calendar year, Structify may demand reasonable remuneration; audits for a specific cause remain unaffected.

§ 8 Transfers to Third Countries

(1) Hosting and storage of the Platform data take place in Germany (EU), in data centres of Hetzner Online GmbH: the database in the data centre in Nuremberg, and the file storage and the encrypted backup copies

in the data centre in Falkenstein.

(2) A transfer to a country outside the EU and the European Economic Area (third country) takes place only if the conditions of Articles 44 et seq. GDPR are met. The basis for all sub-processors with a third-country connection is the **standard contractual clauses adopted by the European Commission** under Article 46(2)(c) GDPR (Commission Implementing Decision (EU) 2021/914), **Module Three** (transfer from processor to processor). Structify is the data exporter, and the respective sub-processor is the data importer. Structify passes on the Controller's instructions to the sub-processor.

(3) If a sub-processor is certified under the EU-U.S. Data Privacy Framework (adequacy decision (EU) 2023/1795), Schedule 3 states this in addition. The certification does not replace the standard contractual clauses; if it ceases to apply, the standard contractual clauses remain authoritative. Structify checks the information in the official register at least once a year.

(4) For each sub-processor with a third-country connection, Structify has assessed the consequences of the transfer (Clause 14 of the standard contractual clauses) and has laid down supplementary measures, in particular transport encryption, the contractual exclusion of training AI models with content, the limitation of the storage period at the sub-processor, the selection of a processing region in the EU where available, and data minimisation. The assessment is reviewed at least once a year and in the event of material changes.

(5) On request, the Controller receives a copy of the standard contractual clauses and a summary of the assessment; trade secrets and security details may be redacted.

§ 9 No AI Training, Anonymised Statistics

(1) Structify has contractually agreed with all AI providers that they will not use the Controller's content for training AI models.

(2) Structify itself does not use the Controller's content for training AI models unless the Controller has given its express consent in accordance with § 14(2) of the Terms. Such consent is an instruction within the meaning of § 4; it may be withdrawn at any time.

(3) **Anonymised usage statistics.** The Controller instructs Structify to aggregate usage events (which feature was used and when, timestamps and technical metrics), without content, into anonymous, consolidated statistics. Structify may use these anonymous statistics for its own purposes, namely to improve the products, to safeguard operations, to plan capacity and to substantiate its own performance claims. Anonymisation is carried out in such a way that a link to a person and a link to the individual Controller can no longer be established; raw data containing personal data are deleted after aggregation, at the latest after 90 days. Once anonymised, the statistics are no longer subject to this DPA.

§ 10 Term, End of the Contract and Erasure

(1) After the end of the Main Agreement, the Controller's previous users have **read-only access for 30 days** in order to view and export data (§ 25 of the Terms). Export in common, machine-readable formats constitutes the return of the data within the meaning of Article 28(3)(g) GDPR. The Controller may request a different form of return against reimbursement of the effort involved.

(2) After the 30 days have expired, Structify erases all personal data processed on behalf of the Controller. Structify erases them earlier on instruction. On request, Structify confirms the erasure in Text Form.

(3) Data are not removed individually from backup copies. They expire with the respective backup state, in the database after six months at the latest and in the file storage after 90 days (Schedule 2 No. 3), and are protected against any further processing until then. The confirmation of erasure points this out.

(4) Structify restricts the processing of data that it is required to retain under Union or Member State law and erases them once the retention period has expired.

(5) The confidentiality obligations continue to apply after the end of the contract.

§ 11 Liability and Order of Precedence

(1) Article 82 GDPR applies to liability towards data subjects. As between the parties, each party is liable for the part of the damage that is attributable to its breach of the GDPR or of this DPA. Otherwise, the liability provisions of the Terms apply, unless mandatory law provides otherwise.

(2) In matters of data protection, this DPA takes precedence over the Terms, the Terms of Use and any other agreements. An individual data processing agreement between the parties takes precedence over this DPA. Mandatory law, in particular the GDPR, takes precedence over all contractual provisions.

§ 12 Controllers in Switzerland

If the Controller is established in Switzerland or the processing is subject to the Swiss Federal Act on Data Protection (FADP), the following applies in addition:
a) References to the GDPR include the corresponding provisions of the FADP.
b) The competent supervisory authority for processing under the FADP is the Federal Data Protection and Information Commissioner (FDPIC).
c) Under Swiss law, Germany and the EU are deemed to be states with an adequate level of data protection. For transfers to third countries, the standard contractual clauses under § 8 apply with the adaptations for Switzerland recognised by the FDPIC.
d) The term "Member State" in the standard contractual clauses includes Switzerland, so that data subjects habitually resident in Switzerland can enforce their rights there.

For Controllers in Liechtenstein, the GDPR applies directly; the competent authority is the Data Protection Authority of Liechtenstein (Datenschutzstelle Liechtenstein).

§ 13 Final Provisions

(1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods, including for Controllers established in Austria, Switzerland or Liechtenstein; mandatory data protection law at the Controller's place of establishment remains unaffected.

(2) Amendments to this DPA are made in accordance with the procedure for amendments to the Terms (§ 26 of the Terms). In addition, § 5 applies to new or replaced sub-processors.

(3) This DPA is available in German and English; in the event of any discrepancy, the German version prevails.

(4) If any provision is invalid, the remaining provisions remain valid; the invalid provision is replaced by the statutory provisions, in particular the GDPR.

Schedule 1 – Description of the Processing by Product

A. Common to all products

Nature of the processing: collection, recording, organisation, storage, adaptation, retrieval, consultation, use, disclosure by transmission to recipients designated by the Controller, alignment, restriction, erasure.

Categories of data subjects:

- employees and other users of the Controller;
- external parties invited by the Controller (for example contractors, subcontractors, clients (building owners), bidders, specialist planners, viewers);

- contact persons of clients, public authorities, suppliers and service providers;
- persons captured in photos, videos or voice recordings or named in documents.

General types of data: master data of users (name, email address, role, function), contact details of participants, communication and minutes content, usage and log data (login times, IP addresses in the case of security events, technical logs).

B. Structify in the browser and for macOS and Windows

Purpose: project management and project documentation for planning and construction, in particular project and task organisation, contact and customer management (CRM), tickets, defects and acceptance inspections, drawing and document management, construction diary and site documentation with photo, video and audio recordings and their transcription, tendering and contract award including a bidder portal, appointments and calendars, time recording, fee calculation, invoicing and dunning, sending of emails and notifications, electronic signature, interfaces (API, MCP, CLI, webhooks, calendar feeds) and AI-supported features (assistant "KAI", analyses, suggestions).

Additional types of data: project, construction and defect data; photo, video and audio material and transcripts; location information for photos, where available; drawing and document content; bid and tender data of bidders; billing and fee data relating to individuals; signature data of the signatories.

The app for macOS and Windows accesses the same data as Structify in the browser; locally, the desktop app stores only session data (the login encrypted in the operating system's keychain), settings and, temporarily, incomplete entries such as drafts and technical information on uploads not yet completed.

C. Structify for iOS and Android

Purpose: data capture on the construction site and at installations (site inspections, voice notes, dictations, photos, tickets, defects, acceptance inspections, site measurements), synchronisation with the Platform, analysis by AI features, login by device pairing.

Additional types of data: photos including metadata (time of capture, device model, location, where enabled); voice recordings and transcripts; location at the time of a recording (only where enabled, not in the background); device identifier as a hash value, platform designation and times of pairing.

Particularity: Data captured without a network connection are held locally on the device by the app until they are transferred and are deleted after successful transfer. After the end of the Main Contract or of a test and demo account, entries that have not yet been transferred remain on the device for up to 30 days (§ 25(6) of the Terms). Local data are subject to the protection of the device; Structify does not back them up.

D. Structify Operate

Purpose: digital operations log for operators of technical installations, for example heating plants, heating networks, biomass and utility plants: operating and log entries, maintenance and deadlines, faults and tickets, input materials, deliveries and orders, components with installation and replacement history, meter readings and measured values, evidence, reports and audit exports, notifications of deadlines and anomalies, the roles Admin, Standard User and Viewer, and AI-supported features (assistant "KAI", analyses of operating and measurement data, calculations, recommendations, for example on maintenance, orders and consumption, reports, text recognition from photos of meters, delivery notes and invoices, transcription of voice notes and shift handovers).

Additional types of data: names and roles of the persons who create, review or approve entries, with timestamps; information on on-call duty and notification settings (name, email address, telephone number, selected types of notification); shift log and handover content; information on maintenance and inspection service providers and suppliers and their contact persons (for example supplier, vehicle, quantity, time);

photos and documents relating to installations, faults, deliveries and invoices; voice recordings and transcripts.

Particularity: Structify Operate runs on the same platform as the other products (data centres in Nuremberg and Falkenstein, § 8(1)). Until they are deleted, data from the previous version of Structify Operate are additionally held by the former development and hosting service Lovable Cloud (Schedule 3); they are not migrated. The AI features use the AI providers listed in Schedule 3 (Anthropic; for transcription, OpenAI). Structify Operate does not issue control commands to installations and does not intervene in their operation; recommendations of the AI are only implemented after review and approval by an authorised person. This excludes automatic notifications according to fixed rules, for example when set thresholds are exceeded or in the case of unprocessed faults: in such cases, Structify Operate creates tickets without prior approval, marks them as „eskaliert“ ("escalated") and notifies the persons entered for this purpose by the Controller in the application and by email; the AI merely formulates explanations and message texts and does not decide whether a notification is triggered. Viewers have read-only access to the extent released by the Admin.

E. Structify Property

Purpose: management of real estate for property management companies and for owners who manage their own property: properties, units and tenancies, move-in and move-out, rent accounts, incoming payments and bank import, dunning, deposits, service charge and heating cost statements, meter readings, handover reports, tickets for maintenance and renovation, maintenance deadlines, document filing, letters and incoming mail, letting with prospective tenants, and AI-assisted reading of documents.

Additional categories of data subjects: tenants and persons living in their household, to the extent named in contracts or reports; prospective tenants; owners; tradespeople, service providers and their contact persons; persons present and witnesses at handovers.

Additional types of data: contract data of tenancies (start and end, rent, advance payments, deposit, type of contract, agreements for example on keeping pets); bank details, account transactions and payments; dunning notices and outstanding amounts; consumption and billing data; meter readings and meter photos; handover reports with photos, room conditions, keys and signatures; the note that, and which, identity document was inspected at a handover (without a copy of the document); information from prospective tenants from enquiries and self-disclosures; invoices from tradespeople and service providers; correspondence and incoming mail.

Particularity: Structify Property runs on separate servers of the Platform in data centres of Hetzner Online GmbH in Germany (Schedule 3). Reading documents (tenancy agreements, invoices, meter photos and paper handover reports) can be switched off per Controller and is switched off for a new account; it uses the AI provider Anthropic listed in Schedule 3. The result only pre-fills input fields; nothing is saved until an authorised person has reviewed and accepted it, and their decision is recorded. E-invoices (XRechnung, ZUGFeRD) are read on Structify's servers without an AI provider. The file uploaded for reading is deleted after no more than 7 days and the result read from it after no more than 30 days; information accepted into the records is retained. Further services relating to Structify Property, for example for sending letters or retrieving bank accounts, will only be used by Structify once they are listed in Schedule 3.

Schedule 2 – Technical and Organisational Measures (Article 32 GDPR)

Structify takes in particular the following measures and develops them further in line with the state of the art.

1. Confidentiality

- **Physical access:** operation exclusively in data centres of Hetzner Online GmbH in Nuremberg and Falkenstein (Schedule 3) with physical access control; Structify does not operate its own server rooms.
- **Access to the servers:** the servers operated by Structify are administered exclusively by SSH key, with no password access; the database and administration interfaces are not publicly accessible (access only internally or, for the backup server, via an encrypted private network); firewall at provider and server level; automatic security updates.
- **Access to user accounts:** login only after authentication; protection of the login and of the „Passwort vergessen“ ("forgot password") function against automated attacks. Two-factor authentication is available for all user accounts (one-time codes in accordance with TOTP or security keys and passkeys in accordance with the WebAuthn standard). Setting it up is voluntary and expressly recommended; accounts without a second factor receive a notice. Once a second factor has been set up, it is requested as a mandatory step at login. The Controller's users decide whether to set it up; the Controller may require its users to do so by instruction, but technical enforcement per organisation is not provided for (§ 4(5)). A second factor is mandatory for the accounts of Structify's platform administration; their logins are logged on the server side. Device pairing by a QR code that can be redeemed only once (valid for 5 minutes); device trust for at most 30 days, for test and demo accounts at most until the end of the test phase, revocable at any time.
- **Data access:** tenant separation at database level (Row Level Security): each organisation sees only its own data; role-based authorisation concept within the organisation; access to project content only for members of the respective project; administrative access by Structify only on a need-to-know basis and logged.
- **Separation:** separate processing of test, showroom and production data through separate organisations.

2. Integrity

- **Input control:** logging of security-relevant operations; immutable audit logs for operations relevant to billing and retention.
- **Transfer control:** transmission only via encrypted connections (TLS); connection of external services only via authenticated interfaces.

3. Availability, Resilience and Restoration

- Operation of the database on a server managed by Structify in the Nuremberg data centre of Hetzner Online GmbH; file storage in the provider's object storage in the Falkenstein data centre with versioning (overwritten or deleted files can be restored for 30 days).
- Continuous backup of the database: archiving of every change and a daily full backup, each encrypted before storage, on separate storage in the Falkenstein data centre; retention of seven daily and four weekly backup states.
- In addition, hourly backup of the database on a backup server managed by Structify with separate storage space (Storage Box) in the Falkenstein data centre; tiered retention: hourly backup states for 48 hours, daily for 35 days, weekly for 12 weeks, monthly for 6 months. File storage is mirrored every hour; deleted or overwritten files are retained there for 90 days.
- The backup copies are encrypted before storage (database: BorgBackup with AES; file storage: rclone crypt with AES, including file and folder names). Only encrypted data are held in the backup storage; the keys remain with Structify. In addition, daily snapshots of the backup storage.
- Daily images of the servers created by the hosting provider (seven states, held by the provider in Germany, not encrypted by Structify). The encrypted disk of the database (No. 4) is not included in

these images; however, they may contain remnants of the database from deleted files on the system disk. The images are deleted automatically after seven days.
- Restoration is made to an existing backup state. No commitment is made to point-in-time restoration to any given minute.
- Weekly automatic check of the backups for completeness and readability; automatic alerting of the management in the event of missing or failed runs.
- Restore tests every quarter; tests on 26 and 27 September 2026 with complete restoration of the database and the file storage into an isolated environment and on 5 October 2026 with a restoration of the continuous database backup into an isolated environment (all check values identical).
- **Recovery times (committed, from becoming aware of the loss):** partial loss (individual records, tables, files) no more than 2 hours; total loss of the database no more than 8 hours until the Platform can be used again in a web browser. Target maximum data loss: one hour. Excluded are apps distributed via app stores that, following a total loss, require a new version to be reviewed by the store operator, periods during which the infrastructure provider is itself unavailable on a large scale, and the loss of access to the account with the infrastructure provider (for example as a result of suspension or termination by the provider); since the backup copies are currently held by the same provider, no committed recovery time applies in that case.
- Deletions take effect in backup copies as these expire (at the latest after six months); in the event of a restoration, previously deleted data are not reactivated.
- **Final backup of the former database service:** Before the data were deleted at the former provider, Structify stored the state as at the migration on 6 October 2026 in encrypted form in the object storage in the Falkenstein data centre, exclusively as proof that the data were taken over completely. The database parts will be deleted on 6 April 2027 at the latest and the files on 4 January 2027 at the latest.

4. Encryption

- Transport encryption (TLS) for data transmission over public networks; the backup server is connected via an encrypted private network.
- Encryption of all backup copies created by Structify before storage; the keys remain with Structify.
- Additional encryption of particularly sensitive stored secrets, for example access keys to connected services.
- Encryption of the disk on which the database is stored (full-disk encryption with LUKS2, AES-256 in XTS mode) since 7 October 2026. So that the database server can start without manual intervention, the key is stored with access protection on the system disk of this server and is therefore also contained in its daily images (No. 3); the encryption therefore protects the database primarily against access to the disk outside the running server, not against access that also covers these images.
- Not additionally encrypted are the system disks of the servers (operating system, programs and log data) and the object storage for the file storage; they are located in access-protected data centres in Germany (No. 1).

5. Review and Further Development

- regular internal security reviews, in particular of the access rules and tenant separation;
- automated checks that verify central security requirements (including access rules at database level) before every release;
- adjustment of the measures on the basis of the results.

6. Sub-processors

- selection according to the level of data protection and security; contracts in accordance with Article 28 GDPR; in the case of a third-country connection, standard contractual clauses and an assessment of the consequences of the transfer (§ 8); contractual exclusion of AI training for AI providers.

Schedule 3 – Sub-processors

Basis for transfers. To the extent that a sub-processor listed below processes data in a third country or access from a third country cannot be ruled out, Structify bases the transfer on the standard contractual clauses adopted by the European Commission (Commission Implementing Decision (EU) 2021/914), **Module Three** (Structify as processor to the sub-processor), with a documented assessment of the consequences of the transfer (§ 8). Certification under the EU-U.S. Data Privacy Framework is stated in addition for all certified providers; the basis remains the standard contractual clauses and the assessment. Status of the list: 8 October 2026. Processing for which Structify itself is the controller (for example the website, protection of the login, embedded content, approaching potential customers) is not processing on behalf of the Controller; such processing and the standard contractual clauses applicable to it (Module Two) are described in the Privacy Policy.

Engaged on a permanent basis

Sub-processor	Service	Data location	Third country and basis
Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany	hosting of the Platform: servers on which Structify itself operates the database, authentication, server functions and real-time service and delivers the applications; object storage for the file storage; data backup (backup server and separate storage for exclusively encrypted backup copies); web hosting for Structify's email mailboxes, for example for support by email	Nuremberg and Falkenstein, Germany	no third country
Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited)	AI analysis of text, images and documents, assistant "KAI", suggestions, full-text extraction from documents for search; in Structify Operate additionally analyses, calculations and recommendations; in Structify Property reading of tenancy agreements, invoices, meter photos and handover reports to pre-fill input fields (Schedule 1 Section E)	USA	USA. SCC Module Three; no DPF
OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.)	transcription of voice recordings, including in Structify Operate	USA	USA. SCC Module Three; no DPF
Plus Five Five, Inc. ("Resend"), USA	sending of system and notification emails	USA	USA. SCC Module Three; additionally DPF-certified

Only when the respective feature is used

Sub-processor	Service	Data location	Third country and basis
Oneflow AB, Stockholm, Sweden	electronic signature of documents, including the data of the signatories	EU (Ireland, backup in Sweden)	no third country

Former sub-processors

Structify no longer uses the following providers. They are listed for as long as data may still be held by them or if the termination took place recently.

Provider	Former service	Status
Supabase Pte. Ltd., Singapore	database, authentication, file storage and server functions (data location Frankfurt am Main) until the migration to Hetzner on 6 October 2026	Projects deleted on 7 October 2026. The final backup is held in encrypted form exclusively by Hetzner in Falkenstein (Schedule 2 No. 3).
Vercel Inc., USA	delivery of the web application until 7 October 2026	Projects deleted on 7 October 2026; no further processing.
RunPod, Inc., USA	computing power for walkable 3D tours generated from site inspection videos	Feature discontinued; Structify no longer transfers any data to RunPod. Any data from earlier processing that may still be held there will be deleted.
IONOS SE, Montabaur, Germany	Structify's email mailboxes, for example for support by email, until the move to Hetzner on 6 October 2026	Mailboxes deleted on 8 October 2026; no longer in operation. Structify keeps emails from the period up to 6 October 2026 in the audit-proof email archive of IONOS SE solely to comply with its own statutory retention obligations (Section 257 of the German Commercial Code (HGB), Section 147 of the German Fiscal Code (AO); § 10(4)); to that extent, Structify itself is the controller and IONOS is not a sub-processor. Deletion after the retention period has expired (Privacy Policy G8); no third country.
Lovable Cloud	hosting of the previous version of Structify Operate	Data from the previous version are held there until they are deleted; they are neither migrated nor used any further.

Not sub-processors

- **Stripe** (Stripe Payments Europe, Ltd., Ireland) processes payments as an independent controller. Card data are not stored in the Platform.
- Services that the Controller connects itself and to which it transmits data into **its own accounts** (for example calendar services or its own code and storage repositories) do not act as sub-processors of Structify; the transfer takes place on the Controller's instructions (§ 4(1)).
- Services for which Structify itself is the controller, for example the help voice assistant in the help section of the application, which serves Structify's support, the booking of appointments for meetings with Structify (Cal.com) and the protection of the login pages against automated attacks (Cloudflare Turnstile), are described in the Privacy Policy; Module Two of the standard contractual clauses applies there to transfers to third countries.

Changes to this list are made in accordance with § 5. The current version is available at structify.solutions/rechtliches.

Terms of Use

Structify Solutions UG (haftungsbeschränkt)
Version 2.1 · valid from 18 November 2026

The German version prevails.

These Terms of Use apply to every person who uses a Structify product. Please read them before you log in for the first time. You confirm them personally; your confirmation is stored together with the time and the version.

§ 1 Scope and relationship to the General Terms and Conditions

(1) These Terms of Use govern the use of the products Structify (in the browser, for macOS and Windows and for iOS and Android) and Structify Operate and of the underlying platform (together the "Platform") of Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg, Germany, registered with the Local Court (Amtsgericht) of Nuremberg under HRB 46012 ("Structify").

(2) They apply to every person with access to the Platform ("you" or "User"), in particular to

- employees and other Users of a Structify Customer,
- External Parties whom a Customer invites free of charge to individual projects or installations of that Customer, such as contractors, subcontractors, clients (building owners), bidders, specialist planners and Viewers in Structify Operate,
- Users of Trial and Demo Access and of Showroom Access.

(3) The contract for the use of the Platform is concluded between Structify and the Customer that grants you access. That contract is governed by Structify's General Terms and Conditions (the "Terms"); in the event of any conflict, the Terms prevail over these Terms of Use. The Platform is aimed exclusively at businesses, not at consumers.

§ 2 Account, access credentials and login

(1) Your access is personal. Only you may use your account. Do not pass on your access credentials, not even within your company.

(2) Choose a secure password that you do not use anywhere else, and keep it secret.

(3) The Platform offers **two-factor authentication**; the available second factors are one-time codes from an authenticator app (TOTP) and security keys and passkeys based on the WebAuthn standard. Setting it up is voluntary; Structify strongly recommends that you set it up and use it, because without a second factor, your password is all that unauthorised persons need to access your account and the Customer's data. As long as no second factor has been set up, the Platform reminds you of this. If you have set up a second factor, it will be requested when you log in, unless you have trusted a device after logging in with your second factor; such device trust applies for no more than 30 days and can be revoked at any time in the settings under „Sicherheit“ ("Security"). Setting it up is your responsibility and that of the Customer; the consequences of not setting it up are governed by § 12(3) of the Terms. A second factor is mandatory for the accounts of Structify's platform administration. If you have access neither to your second factor nor to your recovery codes, Structify will reset your second factor upon your request to support@structify.solutions. Before doing so, Structify verifies your identity, among other things by calling back on an independently known telephone number of your company; the reset is approved jointly by two persons at Structify (four-eyes principle). Structify will respond within 1 working day of receiving your

request and will reset the second factor within 1 working day of successful identity verification; the service hours under § 10(2) of the Terms apply.

(4) You can pair Structify for iOS and Android with a logged-in session of Structify in the browser by scanning a QR code there; the QR code can be redeemed only once and is valid for 5 minutes. A pairing is valid for at most 30 days, for test and demo accounts at most until the end of the test phase. You can revoke paired devices at any time in the settings under Security; changing your password ends all pairings.

(5) If you suspect that access credentials or a second factor have become known to others or that your account is being misused, inform Structify at support@structify.solutions and your Customer administrator without undue delay, change your password and renew your second factor.

§ 3 Roles, User Seats and External Access

(1) The range of functions depends on the role assigned to you by the Customer and on the Platform's authorisation concept. Not every role includes every function.

(2) A User Seat belongs to one person. Several persons may not use one User Seat, whether simultaneously or in turns. Any other circumvention of the licensing model is also prohibited, for example using someone else's account with more extensive rights.

(3) External Access is not a User Seat. It provides only the functions released by the Customer and may not be used to save User Seats for persons from the Customer's own company.

§ 4 Intended use

(1) The Platform supports businesses that plan, build and operate installations in their own projects and installations, for example in project organisation, documentation, tickets and defects, collaboration with project participants, tendering and contract award, fees and invoicing, and in the digital operations log. Use the Platform only to the extent agreed in the contract and for lawful purposes.

(2) It is not permitted to make access available to unauthorised third parties or to use the Platform to provide services to third parties outside the licensing model (service bureau). Involving project participants through the functions provided for this purpose remains permitted.

§ 5 Prohibited acts and security vulnerabilities

(1) In particular, it is prohibited
a) to circumvent security precautions, access controls or the separation between Customers, or to access or attempt to access data of other organisations;
b) to reverse engineer, decompile or disassemble the software, unless mandatory law permits this (Sections 69d and 69e of the German Copyright Act (UrhG));
c) to extract content by automated mass queries outside the interfaces provided (scraping, crawling);
d) to overload or disrupt the Platform through excessive or abusive access;
e) to introduce or distribute malware;
f) to upload or distribute unlawful content;
g) to exploit security vulnerabilities or make them accessible to third parties.

(2) Please report any security vulnerability you discover to support@structify.solutions without undue delay. Statutory rights to report to and disclose information to authorities remain unaffected.

§ 6 Interfaces

(1) Where Structify provides interfaces, such as the REST API, the MCP server, the command-line interface (CLI), webhooks or calendar feeds, you may use them only with valid access credentials assigned to the

Customer and within the scope of the contract. Keys, access tokens and feed addresses are as confidential as a password.

(2) Reasonable quotas and rate limits (fair use) apply to interfaces. Structify may set and adjust technical limits insofar as this is necessary for stability and security and use in accordance with the contract remains possible.

§ 7 Content and uploads

(1) The Customer on whose behalf you act is responsible for the content you upload, such as plans, photos, documents, recordings, project data and installation data. Only upload content that you are entitled to use and that does not infringe the rights of third parties.

(2) If photos, videos or voice recordings capture other persons, make sure that the recording is permitted and that the persons are informed where necessary. Inform those present before making a voice recording.

(3) Storage space is intended for work on projects and installations. There is no entitlement to unlimited storage space for a use that is obviously outside the scope of the contract, for example as a general archive.

(4) Structify accepts notices of unlawful content at support@structify.solutions. Where there are specific indications of unlawful content, Structify may block or remove it and will inform the Customer, insofar as legally permissible.

§ 8 AI features

(1) The Platform contains AI features, such as the assistant "KAI", transcription of voice recordings, analysis of photos and documents, and suggestions for minutes and tickets. You can recognise AI features by the notice shown before use; AI-generated results are labelled „Von KI erstellt“ ("Created by AI").

(2) AI results are suggestions. They may be incomplete or incorrect and do not replace a professional review. Check results before you pass them on or include them in planning, invoicing or contract documents.

(3) Structify uses external providers for AI features; the AI Transparency Statement describes which providers these are and where they process data. The providers are contractually prohibited from using content to train AI models.

(4) **Notice before your first use of AI.** Before any of your content is transferred to AI services for the first time, Structify shows you a one-time notice. In Structify in the browser, for macOS and Windows and in Structify Operate, you confirm by ticking a checkbox: „Ich habe die Hinweise zur Übermittlung an KI-Dienste gelesen und zur Kenntnis genommen.“ ("I have read and taken note of the information on the transfer to AI services."). You then click „Zustimmen“ ("Agree"). In Structify for iOS and Android, the notice is shown before the first voice recording, the first dictation and the first document upload; you confirm it with „Zustimmen und weiter“ ("Agree and continue"). In each case, you thereby confirm that you have taken note. The legal basis for the transfer is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR. Your confirmation applies to you personally and is stored together with the time and the version, in Structify for iOS and Android on the respective device. You can revoke it in the settings, in Structify for iOS and Android under „Rechtliches & KI-Transparenz“ ("Legal & AI Transparency"); the notice will then be shown again before the next transfer.

§ 9 Structify for macOS and Windows

(1) Structify for macOS and Windows is the installable application for macOS and, where offered, for Windows. It accesses the same Platform and the same data as Structify in the browser.

(2) Once Structify offers them, you obtain the app for macOS via the Mac App Store and the app for Windows via Structify's download page. If you obtain it via an app store, the terms of that store additionally apply in your relationship with the store operator; the store operator is not responsible for the app or its support.

(3) The system requirements are stated in the store listing or on the download page. Install updates promptly; older versions will not work with the Platform permanently.

§ 10 Structify for iOS and Android

(1) Structify for iOS and Android is the app for iOS and Android for capturing information on construction sites and at installations. You can only log in with existing access; no accounts are created in the app.

(2) You obtain the iOS app via the Apple App Store in the countries in which it is offered; Apple's terms additionally apply in your relationship with Apple. Structify provides the Android app as an installation file (APK) on the download page. Verify the file using the published SHA-256 checksum. Download the Android app only from www.structify.solutions/downloads and check the checksum (SHA-256) shown there. It is up to you whether you block installation from this source again afterwards.

(3) The app requests permissions (camera, microphone, location while in use, photo library) only when you use the relevant function. You can revoke them at any time in the operating system; the function concerned will then no longer be available.

(4) Without a network connection, the app stores entries locally and transfers them as soon as a connection is available again. Make sure you connect regularly. If your Customer's contract or a test and demo account ends, the app is also blocked; entries that have not yet been transferred remain on the device for up to 30 days and are transferred if the Customer extends the contract during this period (§ 25(6) of the Terms). In cases of slight negligence, Structify accepts no liability for data that is stored only on the device and has not yet been transferred, for example in the event of loss of or damage to the device or uninstallation.

(5) Install updates promptly. For the Android app, an update is carried out by downloading and installing the app again.

§ 11 Structify Operate

(1) Structify Operate is a digital operations log. It serves to document operation, maintenance, faults, input materials, components, meter readings and records of proof.

(2) **AI features in Structify Operate.** Structify Operate contains AI features, such as the assistant "KAI", analyses of operating and measurement data, calculations (for example efficiency, consumption, costs), recommendations on maintenance, orders and consumption, reports, text recognition from photos of meters, delivery notes and invoices, and transcription of voice notes and shift handovers. § 8 applies to them. Recommendations and calculations are suggestions: they are implemented only after an authorised person has reviewed and approved them, for example an order. The automatic notifications under paragraph 3 are excluded from this.

(3) **No control commands, no safety function.** Structify Operate does not issue control commands to installations and does not intervene in the operation of the installations. It is not a safety, control or alarm system within the meaning of technical or regulatory provisions. **It is a prerequisite for use** that the protective and safety devices of the installations and the prescribed monitoring work independently of Structify Operate, so that a failure or error of Structify Operate endangers neither the installations nor the health or safety of persons; the operator is responsible for this. Structify Operate triggers certain notifications automatically according to fixed rules, for example when a recorded measured value exceeds a set threshold or a fault remains unprocessed for a defined period; in doing so, it may create tickets or mark them as „eskaliert“ ("escalated") and notify the persons entered for this purpose in the application and

by e-mail. These notifications are sent without prior approval and are not based on a decision by the AI; at most, the AI drafts their text. They supplement the operator's monitoring, may fail to arrive or arrive late, and replace neither the safety devices of the installations nor any prescribed monitoring.

(4) The obligations of the operator of the installations, for example under permits, inspection regulations and occupational health and safety law, remain unaffected. Structify Operate does not replace any prescribed inspection, monitoring or notification.

(5) Viewers have read-only access to the extent released by the Admin. They may use content only for the purpose for which the operator has released it.

§ 12 External Access

(1) External Parties receive access only upon invitation by a Customer to individual projects or installations of that Customer, for example via a personal link, a portal for contractors or clients (building owners), a bidder portal, a guest ticket or the Viewer role in Structify Operate. Invitation links are personal and confidential.

(2) When you first open your access, you confirm these Terms of Use by ticking a checkbox; your confirmation is stored together with the time and the version.

(3) You only see and edit what the Customer releases. Content you upload forms part of the Customer's data and is processed in accordance with the Customer's instructions.

(4) Your access ends when the Customer revokes the release, closes the project or its contract with Structify ends. Use is free of charge for you; no contract involving payment obligations is concluded.

§ 13 Availability, maintenance, further development

(1) The availability commitment, the maintenance windows and the support hours towards the Customer are governed by the Terms (§§ 8 to 10 of the Terms). They do not apply to Trial and Demo Access or to Showroom Access.

(2) Structify develops the Platform further and may add, change or adapt functions, provided that the agreed scope of services is maintained.

§ 14 Measures in the event of violations

(1) In the event of a violation of these Terms of Use, Structify may take reasonable measures, graduated according to the nature and severity of the violation:
a) a notice requesting remedy within a reasonable period;
b) restriction of individual functions or interfaces;
c) temporary suspension of individual accounts or of External Access;
d) temporary suspension of the Customer's entire access, insofar as necessary to protect the Platform, other Customers or third parties.

(2) Before a suspension, the Customer will be given the opportunity to comment, insofar as reasonable; in the case of serious violations or imminent danger, the measure may be taken immediately. Structify lifts suspensions as soon as the violation has been remedied and no repetition is to be expected.

§ 15 Changes to these Terms of Use

(1) Structify may amend these Terms of Use with effect for the future if there is an objective reason, such as a change in the legal situation, new functions or security. In that case, all legal documents receive a common new version number.

(2) A new version will be presented to you for confirmation the next time you log in. From the first presentation, you may continue to use the Platform without restriction for 14 days. If you do not confirm the new version within this period, only reading, export and the account security pages (profile, password, two-factor authentication) will be available to you until you confirm.

(3) Your confirmation is stored together with the time and the version. You can find earlier versions at structify.solutions/rechtliches.

(4) As long as your Customer is still served under version 1.0 of the Terms (§ 26(6) of the Terms), the restriction under paragraph 2 does not apply to you; until you confirm, the previous version of the Terms of Use applies to you.

§ 16 Final provisions

(1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Nuremberg, insofar as legally permissible; otherwise, the rules of the Terms apply (§ 28 of the Terms).

(2) These Terms of Use are available in German and English. In the event of any discrepancy, the German version prevails.

(3) If any provision is invalid, the remaining provisions remain valid.

Privacy Policy

Structify Solutions UG (haftungsbeschränkt)
Version 2.0 · valid from 8 October 2026
As of 17 November 2026: Section M1.2 (Location for tickets and site inspections) added and M1.6 (Embedded content, map section) and M2.1 (Permissions on your device) adjusted accordingly; in addition, the transfer to Instantly and from there to our prospecting system with confirmed consent added to Module M4.7 (Webinar registration), and M5 (Approaching potential customers, partners and investors, paragraph on Instantly), G6 (Recipients), G7 (Transfers to third countries) and G8 (Retention period) adjusted accordingly; furthermore, the online order (G3) added in G7 to the standard contractual clauses, Module Two, and webinar registration and newsletter sign-up (M4.7, M4.8) added in G8 (Retention period) to the verification tokens of the bot protection; the version as of 15 November 2026 is available in the archive. As of 15 November 2026: Module M4.9 (measuring the success of our ads with Google Ads) added and M4.2 (Cookies), G6 (Recipients), G7 (Transfers to third countries), G8 (Retention period) and G9 (Our own use of data) adjusted accordingly; in addition, information on campaign details from links and on the counting of clicks added to G5 (Support and communication, paragraph on appointment booking), M4.1 (Hosting and server logs) and M4.3 (Contact and demo requests); in addition, the approach by letter added to Module M5 (Approaching potential customers, partners and investors); the version as of 14 November 2026 is available in the archive. As of 14 November 2026: Module M4.8 (newsletter) added, together with the related information in the module overview, G6 (Recipients), G7 (Transfers to third countries) and G8 (Retention period); in addition, in G3 (Customers, contracts, invoices and payments), the paragraph "Protection of orders (Cloudflare Turnstile)" added and the information on Cloudflare in G6, G7 and G8 updated accordingly; the version as of 21 October 2026 is available in the archive. As of 21 October 2026: In Module M2 (Structify for iOS and Android), the information on photo metadata (M2.1), on storage on the device when logging out (M2.2) and on the app stores (M2.5, Google Play) corrected, and the paragraph "Deleting your account" added to G10 (Your rights); the version as of 20 October 2026 is available in the archive. As of 20 October 2026: Module M4.7 (webinar registration) extended to cover registration via a LinkedIn event. As of 14 October 2026: Module M4.7 (webinar registration) and Module M6 (customer reports by commercial agents) added, together with the related information in the module overview, G6 (Recipients), G7 (Transfers to third countries) and G8 (Retention period); otherwise unchanged from the version as of 12 October 2026, which is available in the archive at structify.solutions/rechtliches/archiv.

The German version prevails.

This Privacy Policy applies to all Structify products and to our website. It consists of a **Core Section**, which applies to everyone, and of **Modules** for individual products and occasions:

Module	For whom
M1 Structify in the browser and for macOS and Windows	Users of the application in the browser and of the desktop app
M2 Structify for iOS and Android	Users of the app for iOS and Android
M3 Structify Operate	Users of the digital operations log
M4 Website	Visitors to structify.solutions, registrations for our webinars and sign-ups for our newsletter
M5 Approaching potential customers, partners and investors	Persons whom we approach on our own initiative for business purposes
M6 Customer reports by commercial agents	Contact persons of companies that a commercial agent reports to us as prospective customers

In addition, the **AI Transparency Statement** describes how we use artificial intelligence.

Core Section

G1 Controller and contact

Structify Solutions UG (haftungsbeschränkt)
Gartenstraße 8, 92348 Berg, Germany
represented by its Managing Directors Tim Rosen and Felix König
Local Court (Amtsgericht) of Nuremberg, HRB 46012

Data protection enquiries: **datenschutz@structify.solutions**
General enquiries: info@structify.solutions · Support: support@structify.solutions

We have not appointed a data protection officer because there is no legal obligation to do so (Article 37 GDPR, Section 38 of the German Federal Data Protection Act (BDSG)).

G2 Two roles: who is responsible for your data?

Data	Structify's role	Who informs you
Our Customers' content in the products, such as project and installation data, photos, recordings, tickets, defects, documents, minutes and any information contained therein about employees, project participants and third parties	**Processor** (Article 28 GDPR). We process this content only on the Customer's instructions, on the basis of the Data Processing Agreement.	the Customer as controller, in its own privacy information
Access, usage, contract, billing, security and support data, data of website visitors, prospective customers and sales contacts	**Controller**	Structify, in this Privacy Policy

This Privacy Policy provides full information about the second row. For the first row, it describes what happens technically. If, as a project participant, you have questions about content that a Customer processes via Structify, please contact that Customer; if your enquiry reaches us, we will forward it and support the Customer.

G3 Customers, contracts, invoices and payments

Data: company name, address, contact persons, VAT identification number, booked User Seats, modules and terms, invoice, payment and accounting data, confirmations of contract documents with time and version.

Purposes and legal bases: conclusion and performance of the contract (Article 6(1)(b) GDPR); compliance with legal obligations, in particular bookkeeping, retention and verification of the VAT identification number (Article 6(1)(c) GDPR in conjunction with Section 147 of the German Fiscal Code (AO), Section 257 of the German Commercial Code (HGB) and Section 14 of the German VAT Act (UStG)); proof that the contract documents were incorporated (Article 6(1)(f) GDPR).

Payment: Payments are processed by Stripe (Stripe Payments Europe, Ltd., Ireland) as an independent controller. You enter card details in a Stripe payment environment; we do not receive complete card details, only information on the payment status. Stripe's privacy notice additionally applies.

Protection of orders (Cloudflare Turnstile): To prevent anyone from using the ordering process in an automated way, for example to create large numbers of order processes, the last step of the online order (the „Bestätigung“ ("confirmation") step, immediately before you are forwarded to payment at Stripe) loads the Turnstile service of Cloudflare, Inc., USA; the previous steps do not load it. Which data Cloudflare processes in this context and in which role is described in M1.1 (Protection of the login); it applies

accordingly here. The result is a single-use verification token that is transmitted to our server together with your order and confirmed there with Cloudflare; without a valid verification token, we do not create an order process. The legal basis is Article 6(1)(f) GDPR (protection of the ordering process and our systems against misuse); insofar as information is read from your browser, this is done only for the order you have requested (Section 25(2) No. 2 TDDDG). You can object in accordance with G10; without the security check, however, it is not possible to order online – in this case, please write to us at info@structify.solutions. Transfer to the USA: see G7.

Recipients: For bookkeeping and accounting, we use the accounting software Lexware (Haufe-Lexware GmbH & Co. KG, Germany) as a processor. Our tax advisers, who are bound by professional secrecy, receive billing documents.

G4 AI assistance for internal tasks

For internal development and administrative tasks, for example the further development and operation of our software, the handling of enquiries and the preparation of documents, we use an AI assistant from Anthropic PBC, USA ("Claude"). In doing so, personal data for which we ourselves are responsible may be processed, for example information from customer accounts, from our CRM system and from our correspondence.

Role of Anthropic: We use the assistant via subscriptions for which Anthropic does not offer a data processing agreement. Anthropic therefore processes the data as a controller in its own right in accordance with its own terms and privacy notices; according to these, the controller for users in the European Economic Area is Anthropic Ireland, Limited, Dublin. We have switched off the use of our inputs to improve Anthropic's models in all subscriptions we use. We only enter the data that is necessary for the respective task.

Legal basis: Article 6(1)(f) GDPR; our legitimate interest lies in the efficient development of our products and administration of our company.

Third country: The data is also processed in the USA. According to its own information, Anthropic bases transfers to the USA on the standard contractual clauses of the European Commission; Anthropic is not certified under the EU-U.S. Data Privacy Framework.

G5 Support and communication

Support: If you contact us by e-mail or via the application, we process your details to handle your request (Article 6(1)(b) GDPR, otherwise point (f)). Our e-mail mailboxes are operated by Hetzner Online GmbH, Gunzenhausen, Germany (web hosting), as a processor. E-mails from the period up to 6 October 2026 are additionally kept by our former e-mail provider IONOS SE in an e-mail archive that we now use only to comply with statutory retention obligations (G6, G8). We pre-sort support requests that you submit in the application using an AI model from Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited): it suggests the category, subject and urgency; the requests are handled by humans. Anthropic acts as our processor in this respect; we base the transfer to the USA on the EU standard contractual clauses, Module Two (G7).

Checking of invoice attachments: We automatically check PDF attachments of e-mails received in certain of our mailboxes, in particular at info@structify.solutions, using an AI model from Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), to determine whether they are invoices; invoices identified in this way are entered into our accounting (G3). In the process, personal data from the attachment may be processed, for example names and contact details of senders. Anthropic acts as our processor in this respect. The legal basis is Article 6(1)(f) GDPR; our legitimate interest is the complete and

efficient recording of our incoming invoices. We base the transfer to the USA on the EU standard contractual clauses, Module Two (G7).

Help voice assistant: In the help area of the application, you can voluntarily speak to our help assistant (support assistant) by voice. It is an AI system, not a human. We operate it for our own purpose of helping you with questions about using Structify; we are the controller for this processing, even if you use Structify for your company. During the conversation, your voice and the content of the conversation are transferred to Retell AI, Inc., USA, which operates the voice dialogue as our processor and, for this purpose, uses the language model of OpenAI, L.L.C., USA, as its sub-processor. We then pre-sort the conversation transcript with Anthropic in the same way as a written support request (see Support). The legal basis is Article 6(1)(b) GDPR, otherwise point (f). We base the transfer to the USA on the EU standard contractual clauses, Module Two (G7). If you do not use the assistant, no voice data is transferred to these providers.

System e-mails: We send invitations, login and security notices, notifications and invoices, as well as confirmations of and replies to enquiries submitted via our website, via Plus Five Five, Inc. ("Resend"), USA, as a processor (third country: see G7).

Appointment booking: If you book a meeting with us, we use the booking service Cal.com, Inc., USA. The appointment data (name, e-mail address, time, the information you provide about the occasion) is transferred to Cal.com in the process. The booking calendar is loaded as soon as you open the "Book a meeting" area; this retrieval is strictly necessary to provide the booking service you thereby expressly request (Section 25(2) No. 2 of the German Telecommunications Digital Services Data Protection Act (TDDDG)). In the process, your IP address is transferred to Cal.com (USA); the processing of the appointment data is based on Article 6(1)(b) GDPR and the transfer to the USA on the standard contractual clauses (G7). If you came to our website via a link containing campaign details, for example from an advertisement, we transmit these details (source, campaign, ad group, search term) to Cal.com together with the booking in order to identify where the booking came from. If you do not wish to transfer any data to Cal.com, please use the enquiry form instead.

G6 Recipients

Within Structify, only the persons who need access for their tasks are given access. External recipients are:

Processors for our own processing operations (Article 28 GDPR): Hetzner Online GmbH (Germany; servers for the database, website and applications, data backup and e-mail mailboxes in the Nuremberg and Falkenstein data centres), Plus Five Five, Inc. ("Resend", USA; system e-mails, the newsletter, M4.8, and e-mails from our CRM system), Cloudflare, Inc. (USA; protection of the login, M1.1, of the online order, G3, as well as of the forms for webinar registration, M4.7, and newsletter sign-up, M4.8), Cal.com, Inc. (USA; appointment booking), Microsoft Ireland Operations Limited (Ireland; holding webinars via Microsoft Teams, M4.7; sales and invoicing by Microsoft Deutschland GmbH), Retell AI, Inc. (USA; help voice assistant, G5, with OpenAI, L.L.C., USA, as sub-processor), Anthropic PBC (USA; checking of invoice attachments and pre-sorting of support requests, G5, as well as AI-supported analyses in our CRM system, M4.3 and M5), Haufe-Lexware GmbH & Co. KG (Germany; accounting), for approaching potential customers, partners and investors Apify Technologies s.r.o. (Czech Republic) and Instantly (USA, including the sending mailboxes "Instantly AirMail") (M5), Instantly also for webinar registrations with confirmed consent (M4.7), independent commercial agents, insofar as they manage prospective customers in the area that we provide to them for this purpose in Structify (M6).

Sub-processors for our Customers' content: the service providers listed in the Data Processing Agreement (Schedule 3). The list is publicly available at structify.solutions/rechtliches/avv and is kept up to date there.

Independent controllers: Stripe (payments), Anthropic for the internal AI assistance (G4), Google for diagnostic data of the barcode recognition in the Android app (M2.1), Google Ireland Limited for measuring

the success of our ads on the website, only with your consent (M4.9), the OpenStreetMap Foundation (map sections, M1.6), Microsoft for processing for its own business purposes in connection with webinars and for participants' own Microsoft accounts (M4.7), our commercial agents for the data they collect in their own prospecting or consulting and for the settlement of their commission (M6), our tax advisers, operators of app stores (distribution of the apps), authorities and courts, insofar as we are legally obliged to disclose data.

Former service providers: Until the migration to our own servers at Hetzner on 6 October 2026, we used Supabase Pte. Ltd. (Singapore; database and hosting with data location Frankfurt am Main) and, until 7 October 2026, Vercel Inc. (USA; delivery of the website and the web application). Both services have been switched off; we deleted the projects there on 7 October 2026. Beforehand, we stored the data as at the time of the migration as an encrypted final backup at Hetzner in the Falkenstein data centre; it serves only as proof that the data was taken over completely and will be deleted on 7 April 2027 at the latest for the databases and on 5 January 2027 at the latest for files. Our e-mail mailboxes were held by IONOS SE (Montabaur, Germany) until 6 October 2026; we deleted the mailboxes there on 8 October 2026, and they are no longer in operation. IONOS continues to keep e-mails from the period up to 6 October 2026 for us in an audit-proof e-mail archive, exclusively to comply with our statutory retention obligations (Section 257 of the German Commercial Code (HGB), Section 147 of the German Fiscal Code (AO); G3); once the retention period has expired, they will be deleted there (G8). The data location is Germany. Data from the previous version of Structify Operate is additionally held by our former development and hosting service Lovable Cloud until it is deleted; it is not migrated.

Other recipients receive your data only if you or the Customer arrange this, for example by inviting project participants or by sending documents from the application.

G7 Transfers to third countries

Hosting and storage in Germany (EU) on our own servers at Hetzner Online GmbH. For AI analyses (voice, text, images), we use US providers (OpenAI, Anthropic; for the voice assistant, Retell AI) on the basis of data processing agreements and EU standard contractual clauses; for the internal AI assistance, see G4.

In detail:

- **Storage location:** The database is located in the data centre in Nuremberg, the file storage and the encrypted backup copies in the data centre in Falkenstein, in each case at Hetzner Online GmbH.
- **Other service providers based outside the EU:** In addition to the AI providers, we use service providers based in the USA for sending e-mails (Resend, also for the newsletter, M4.8), protecting the login, the online order and the forms for webinar registration and newsletter sign-up (Cloudflare, M1.1, G3, M4.7 and M4.8), the help voice assistant (Retell AI, G5), appointment booking (Cal.com) and the e-mail platform in business development and for webinar registrations with confirmed consent (Instantly, M5 and M4.7). For webinars, we use Microsoft Teams; our contracting partner is Microsoft Ireland Operations Limited (Ireland), but processing by Microsoft Corporation in the USA is nevertheless possible (M4.7).
- **Google Ads (M4.9):** With your consent, Google Ireland Limited (Ireland) receives data from measuring the success of our ads as an independent controller. Google may also process this data through Google LLC in the USA; Google is responsible for this transfer.
- **Basis:** We base all these transfers on the **EU standard contractual clauses** (Article 46(2)(c) GDPR, Commission Implementing Decision (EU) 2021/914), namely:
  - on **Module Two** (transfer from a controller to a processor), insofar as we process data for our own purposes, for example when operating our website (M4), for protecting the login (M1.1) and the online order (G3), for embedded content (M1.6), for support, checking of invoice attachments, the help voice assistant and appointment booking (G5), for enquiries, applications, webinar registrations and

newsletter sign-ups via the website (M4.3, M4.5, M4.7, M4.8) and when approaching potential customers, partners and investors (M5);
    - on **Module Three** (transfer from a processor to a sub-processor), insofar as we process content on behalf of our Customers; these sub-processors are listed in Schedule 3 to the Data Processing Agreement.
- **Transfer impact assessment:** For each provider, we have assessed the consequences of the transfer and defined supplementary measures, such as encryption, data minimisation, limited retention periods and the exclusion of AI training.
- **Data Privacy Framework:** Where a provider is certified under the EU-U.S. Data Privacy Framework, we rely on this in addition; this currently applies to Resend, Cloudflare, Atlassian (Loom), Google (M2.1 and M4.9) and Microsoft (M4.7). For transfers to our service providers, the standard contractual clauses and our transfer impact assessment remain the basis in all cases. Anthropic, OpenAI, Retell AI and Cal.com are not certified under the Data Privacy Framework.
- **Copy:** You can obtain a copy of the standard contractual clauses on request from datenschutz@structify.solutions; they are also published on the website of the European Commission.

A transfer to other third countries takes place only insofar as this Privacy Policy describes it or the law permits it.

G8 Retention period

We store personal data only for as long as is necessary for the purpose or required by law.

Data	Retention period
Account and contract data	for the duration of the contract, then erasure unless there is a statutory retention obligation
Customers' content	until the end of the contract; then 30 days of read-only access for export, followed by erasure (Data Processing Agreement § 10)
Platform server logs with IP address	30 days
Logs of security events (such as logins, pairing of devices, changes to the second factor), including IP address and browser or app identifier	12 months
Website server logs	14 days
Confirmations of contract documents (time, version, person)	for the duration of the contract and thereafter until the limitation period expires, usually three years
Support requests	until resolved, then usually six months, unless there is a statutory retention obligation
Enquiries from prospective customers (contact, demo)	until resolved or until you object, at the latest 24 months after the last contact
Applications not followed by employment (M4.5)	until the application procedure is completed, then no longer than six months
Webinar registrations and attendance reports (M4.7)	three months after the webinar, followed by erasure; if you have consented to information by e-mail and confirmed this, name, e-mail address, company, role and the proof of consent until you withdraw your consent; data transferred to Instantly and from there to our prospecting system as for business development contacts (M5)

Data	Retention period
Proof of a withdrawn consent given during webinar registration (M4.7)	e-mail address, wording of the consent and times of consent, confirmation and withdrawal for three years after the withdrawal, restricted from any other use until then; followed by erasure
Link for confirming a consent given during webinar registration (M4.7)	valid for 30 days; without confirmation, we do not use the consent
Webinar recordings (M4.7)	for as long as we make them available to registered participants or on our website
Unconfirmed newsletter sign-ups and confirmation link (M4.8)	30 days; without confirmation, we then erase the sign-up and do not use the address for the newsletter
Confirmed newsletter sign-ups (M4.8)	until you unsubscribe or withdraw your consent
Proof of a withdrawn consent to the newsletter (M4.8)	e-mail address, wording of the consent and times of sign-up, confirmation and withdrawal for three years after the withdrawal, restricted from any other use until then; followed by erasure
Business development contacts (M5)	at the latest 24 months after the last contact; in the event of an objection, only the information needed to observe it permanently
Customer reports by commercial agents (M6)	if no contract is concluded with the reported company, twelve months after the protection period expires or after we object to the report; if a contract is concluded, the information on the assignment until three years after the end of the year in which the commercial agency contract ends
Invoices and accounting records	eight years; books of account and annual financial statements ten years; commercial and business letters six years
Analysis photos from the AI photo analysis	90 days (your original photos remain unaffected)
Download links for data exports	valid for 48 hours
Intermediate storage of the tickets and attachment metadata transferred from PlanRadar (M1.7)	30 days after the transfer has been completed or aborted
Pairing of mobile devices	at most 30 days (for test and demo accounts until the end of the test phase) or until revoked
Raw data for usage statistics (G9)	no longer than 90 days, thereafter only in anonymised form
Backup copies	database in stages up to a maximum of six months; deleted files 90 days
Daily images of our servers created by the hosting provider	seven days
Final backup of the former database service (G6)	databases until 7 April 2027 at the latest, files until 5 January 2027 at the latest
E-mails from the period up to 6 October 2026 in the e-mail archive of IONOS SE (G6)	eleven years from archiving (retention period of the audit-proof archive; it includes the statutory retention periods under Section 257 of the German Commercial Code (HGB) and Section 147 of the German Fiscal Code (AO)), then deleted
Verification tokens of the bot protection (M1.1, G3, M4.7, M4.8)	no longer than five minutes, single use only

Data	Retention period
Your choice in the consent banner of the website (M4.2, M4.9)	in your browser's storage until you change it via "Cookie settings" or clear your browser storage
Google Ads cookies "_gcl_..." and the "_gcl_ls" entry in your browser (M4.9)	90 days according to Google; if you withdraw your consent, the website deletes them immediately
Data from measuring the success of our ads at Google (M4.9)	determined by Google as an independent controller (policies.google.com/technologies/retention)
Set-up of a second factor in the app for iOS and Android that has not yet been confirmed (M2.2)	no longer than 24 hours on the device
Entries in the app for iOS and Android not yet transferred after the end of the contract (M2.2)	up to 30 days on the device once the blocking of the app after the end of the contract has been introduced; until then, until they are transferred

G9 Our own use of data

No AI training without consent. We do not use our Customers' content to train AI models unless the Customer's management has expressly switched this on for its organisation. This setting is off by default. As long as we do not offer it, no training takes place. Our AI providers are contractually prohibited from using content for training.

Anonymised usage statistics. We record which functions are used, when and how (usage events with timestamp and technical metrics such as loading times or error codes), but no content. We aggregate this information into anonymous statistics in order to improve the products, secure operations, plan capacity and substantiate our performance figures. We delete the raw data after aggregation, at the latest after 90 days. Insofar as raw data relates to our Customers' content, aggregation takes place on the Customer's instructions under the Data Processing Agreement; insofar as your usage data as a User is concerned, the legal basis is Article 6(1)(f) GDPR (our legitimate interest in improving the products and operating them securely). You can object to this in accordance with G10.

We do **not use advertising trackers, analytics services for advertising purposes or advertising** in our products. Separately from this, on our website we measure, only with your consent, whether clicks on our ads on Google lead to demo bookings (M4.9).

G10 Your rights

You have the right to

- access (Article 15 GDPR),
- rectification (Article 16 GDPR),
- erasure (Article 17 GDPR),
- restriction of processing (Article 18 GDPR),
- data portability (Article 20 GDPR),
- withdraw consent with effect for the future (Article 7(3) GDPR).

You will find a data export in Structify in the browser and in the app for macOS and Windows under Einstellungen → Datenschutz & DSGVO (Settings → Privacy & GDPR). Otherwise, an informal message to datenschutz@structify.solutions is sufficient.

Right to object (Article 21 GDPR). Where we process your data on the basis of legitimate interests (Article 6(1)(f) GDPR), you may object at any time on grounds relating to your particular situation. We will then no longer process the data unless we can demonstrate compelling legitimate grounds that override your interests, or the processing serves the establishment, exercise or defence of legal claims. **You may object to processing for direct marketing purposes at any time without giving reasons**; we will then no longer use your data for this purpose.

Deleting your account

You delete your account in Structify in the browser and in the app for macOS and Windows under Einstellungen → Datenschutz & DSGVO (Settings → Privacy & GDPR) with „Account löschen“ ("Delete account"). The apps for iOS and Android do not have their own way of deleting an account; to do so, log in via the browser. Irrespective of this, an informal message to datenschutz@structify.solutions is sufficient for the deletion. We describe in detail what is deleted and what we retain for how long at https://www.structify.solutions/konto-loeschen.

G11 Complaint to a supervisory authority

You may lodge a complaint with a data protection supervisory authority (Article 77 GDPR), in particular in the country in which you live or work. The authority responsible for us is:

Bavarian State Office for Data Protection Supervision (Bayerisches Landesamt für Datenschutzaufsicht, BayLDA), Promenade 18, 91522 Ansbach, Germany.

Other authorities in our sales territory:

- **Austria:** Austrian Data Protection Authority (Datenschutzbehörde), Barichgasse 40–42, 1030 Vienna.
- **Liechtenstein:** Data Protection Authority of Liechtenstein (Datenschutzstelle Liechtenstein), Kirchstrasse 8, Postfach 684, 9490 Vaduz.
- **Switzerland:** Federal Data Protection and Information Commissioner (FDPIC), Feldeggweg 1, 3003 Bern.

Information for persons in Switzerland. Insofar as the Swiss Federal Act on Data Protection (FADP) applies, the information in this Privacy Policy applies accordingly; your rights then arise from Article 25 et seq. FADP. Under Swiss law, Germany and the EU provide an adequate level of data protection. For transfers to the USA, we use the standard contractual clauses with the adaptations for Switzerland. We have not appointed a representative in Switzerland (Article 14 FADP): we process data of persons in Switzerland neither regularly on a large scale nor with a high risk for the persons concerned. We will review this again if our activities in Switzerland expand.

G12 Obligation to provide data, no automated decision-making

You are not legally obliged to provide us with data. Without account, company and billing details, however, we cannot conclude a contract or set up access.

There is no decision based solely on automated processing, including profiling, that produces legal effects or similarly significant effects (Article 22 GDPR). Our AI features generate suggestions; the decision is made by a human. The only exception is automatic notifications in Structify Operate: they are triggered according to fixed rules, for example when a recorded measured value exceeds a set threshold or a fault remains unprocessed for a defined period, and not by a decision of the AI; the AI only drafts explanations and message texts. These notifications concern the operation of the installations, not decisions about persons, and have no legal or similarly significant effect within the meaning of Article 22 GDPR (details in M3.1).

G13 Data security

We protect data in accordance with the state of the art, in particular through storage in Germany on servers that we manage ourselves (Hetzner Online GmbH, Nuremberg and Falkenstein data centres), encryption in transit, encryption of the database disk and of all backup copies created by us, strict separation of Customer data at database level, protection of the login against automated attacks, two-factor authentication, which is available for all user accounts and which we expressly recommend setting up (it is mandatory for the accounts of our platform administration), logging of security-relevant events and a tiered backup procedure: the database is backed up continuously and additionally every hour, backup states are kept for up to six months and deleted files for 90 days; restoration is made to such a backup state, not to any arbitrary point in time. Our backup copies are encrypted before being stored and are kept separately from the database server in the Falkenstein data centre; the keys remain with us. During a backup run, a server managed by us at the same provider processes the data unencrypted for a short time, exclusively in its main memory. The system disks of the servers and the object storage for the file storage are not additionally encrypted; in addition, the hosting provider creates daily images of our servers and keeps them for seven days. We check the backups automatically every week and practise restoration every quarter. Erasures take effect in the backups as those backups expire, at the latest after six months. Details are set out in Schedule 2 to the Data Processing Agreement.

G14 Changes to this Privacy Policy

We amend this Privacy Policy when our products, service providers or the legal situation change. It is provided for information and does not require consent. Each version bears the common version number of the legal documents; you can find earlier versions at structify.solutions/rechtliches. We inform you of material changes in the application.

M1 Structify in the browser and for macOS and Windows

M1.1 Account and login

Data: name, business e-mail address, organisation, role, password (only as a hash), information on the second factor, times and circumstances of login. If your company invites you, we initially receive your name and e-mail address from your company (Article 14 GDPR).

Purposes and legal bases: provision of access and functions (Article 6(1)(b) GDPR); if you are not yourself a contracting party but a User of a Customer, the legal basis is our legitimate interest in providing the Platform to the Customer and its Users (Article 6(1)(f) GDPR). Two-factor authentication serves the security of your account (Article 6(1)(b) and (f) GDPR).

Two-factor authentication: We offer two-factor authentication for all user accounts (one-time codes in accordance with TOTP and security keys and passkeys in accordance with the WebAuthn standard). Setting it up is voluntary; we expressly recommend it, because without a second factor, your password is all that unauthorised persons need to access your account. As long as no second factor has been set up for an account, the application points this out. A second factor is mandatory for the accounts of Structify's platform administration.

Protection of the login (Cloudflare Turnstile): To ward off automated login attempts, the guessing of passwords and misuse of the „Passwort vergessen“ ("forgot password") function, we integrate the Turnstile service of Cloudflare, Inc., 101 Townsend St., San Francisco, CA 94107, USA, when you log in and when you reset your password. In the apps for macOS, Windows, iOS and Android, a separate „Sicherheitsprüfung“ ("security check") window opens for this purpose, from the respective version with security check onwards, which loads only this service. According to its own information, Cloudflare processes your IP address, the TLS fingerprint of your connection, the identifier of your browser or the app, as well as the site key and the calling address, in order to distinguish whether the request comes from a human or an automated program. The result is a single-use verification token that is valid for no more than five minutes and is transmitted to our login service together with the login or the reset request. We are the controller for this processing; Cloudflare acts as our processor and, according to its own information, also uses the data under its own responsibility to improve its bot detection. According to the provider, Turnstile does not set any cookies; insofar as it reads information from your browser or device, it does so only in order to provide the secure login you have requested (Section 25(2) No. 2 TDDDG). The legal basis is Article 6(1)(f) GDPR (protection of your account and the Platform against misuse). You can object in accordance with G10; without the bot protection, however, it may not be possible to log in with a password. Transfer to the USA: see G7.

Confirmation of legal documents: We store which version of the Terms of Use and, for persons authorised to represent the Customer, of the General Terms and Conditions you confirmed and when (Article 6(1)(f) GDPR: proof).

M1.2 Location for tickets and site inspections

Tickets: When creating a ticket, you can switch on „Standort speichern“ ("Save location"). The option is initially switched off; your choice is remembered on your device (M1.4). Only if it is switched on does the application determine your current location once, at the moment of creation, via the location function of your browser or device and store it with the ticket: latitude and longitude, accuracy and time. When you switch it on, your browser or device may ask for your permission to determine your location; if you refuse or the location cannot be determined within a few seconds, the ticket is stored without a location. The ticket shows the location with coordinates, accuracy and time; a map for it is loaded only when you click (M1.6).

The stored location can be seen by all persons who are allowed to see the ticket, including project participants outside your company who have access to the ticket.

Site inspections: During a site inspection, you can switch on „Standort speichern“ ("Save location"). The option is initially switched off; your choice is remembered on your device (M1.4), separately from your choice for tickets. Only if it is switched on does the application determine your current location once, when you add a photo, via the location function of your browser or device and store it with the photo (latitude and longitude). When you switch it on, your browser or device may ask for your permission to determine your location; if the option is switched off, you refuse permission or the location cannot be determined within a few seconds, the photo is stored without a location. The apps for iOS and Android do not offer this option for site inspections; there, the app stores the location with the photo provided that you have granted it location permission (M2.1). The location can be seen by all persons who are allowed to see the site inspection; it also appears in the caption of the photo in the site inspection report.

The location is not determined in the background. In the app for macOS, the application does not determine a location; tickets and photos are stored there without a location. The application accesses the location function of your browser or device for tickets and site inspection photos only if you have switched on „Standort speichern“ there (Section 25(2) No. 2 TDDDG); for site inspection photos in the apps for iOS and Android, only insofar as you have granted the app location permission (Section 25(1) TDDDG). You can switch „Standort speichern“ off again at any time for tickets and for site inspections and revoke the permission to determine your location in the settings of your browser or device; this applies to future tickets and photos, a location already stored remains with the ticket or photo. We process the location as part of your company's content on its behalf (G2); the retention period is the same as for the ticket or the site inspection (G8, Customers' content).

M1.3 Server and security logs

When you access the application, we process technical access data (IP address, time, resource accessed, technical error messages) for secure operation, error analysis and the prevention of misuse (Article 6(1)(f) GDPR). We store server logs with IP address for **30 days**. We log security events, such as logins, failed login attempts, changes to the second factor and the pairing of devices, including IP address and browser or app identifier, for **12 months** so that we can investigate security incidents.

M1.4 Cookies and storage in the browser

We use only technically necessary cookies and comparable storage in the browser (for example for the session and your settings). The legal basis is Section 25(2) No. 2 TDDDG and, for further processing, Article 6(1)(b) or (f) GDPR. We load third-party content that is not strictly necessary only after you have given your consent (M1.6).

Fonts: We deliver the application's fonts from our own servers; no data is transferred to font providers when they are loaded.

M1.5 AI features

The application contains AI features, such as the assistant "KAI", the transcription of voice recordings, the analysis of photos and documents, and suggestions for minutes, tickets and reports. If you use these features, the content required for them (texts, recordings, photos, documents, project information) is transferred to and processed by the following providers:

- **Anthropic PBC, USA** (contracting entity in the EEA: Anthropic Ireland, Limited): text understanding, image and document analysis, assistant "KAI";

- **OpenAI, L.L.C., USA** (contracting entity in the EEA: OpenAI Ireland Ltd.): transcription of voice recordings.

Where the content concerns a Customer's data, we process it as a processor and the providers act as sub-processors. We operate the help voice assistant under our own responsibility (G5). Transfer to the USA: see G7. The providers are contractually prohibited from using content for training. We delete analysis photos from the AI photo analysis after 90 days. AI results are labelled. More information can be found in the AI Transparency Statement.

Notice before the first transfer: Before any of your content is transferred to AI services for the first time, we show you a one-time notice. In Structify in the browser, for macOS and Windows and in Structify Operate, you confirm by ticking a checkbox that you have read and taken note of the information on the transfer to AI services, and you click „Zustimmen“ ("Agree"); M2.3 applies to Structify for iOS and Android. **In doing so, you confirm that you have taken note. The legal basis for the transfer is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR.** We store your confirmation together with the time and the version (Article 6(1)(f) GDPR: proof). You can revoke it in the settings; the notice will then be shown again before the next transfer.

M1.6 Embedded content

- **Tutorial videos (Loom):** Some tutorial videos come from the Loom service (Loom, Inc., a company of the Atlassian group, USA). The video and the preview image are loaded only when you click „Abspielen“ ("Play"); nothing is retrieved from Loom before that. When you click, your IP address and technical data are transferred to Loom (Article 6(1)(a) GDPR, Section 25(1) TDDDG). We base the transfer to the USA on the EU standard contractual clauses, Module Two (G7); Atlassian is additionally certified under the Data Privacy Framework.
- **Map section (OpenStreetMap):** If a photo in a project's photo gallery contains location information, you can have the place where it was taken displayed on an OpenStreetMap map; the same applies to the location stored with a ticket (M1.2). The map is provided by the OpenStreetMap Foundation, St John’s Innovation Centre, Cowley Road, Cambridge, CB4 0WS, United Kingdom (registered in England and Wales under number 05912761). The map is loaded only when you click „Karte laden“ ("Load map"), for photos in the „Standort“ ("Location") tab, for tickets after clicking „Auf Karte zeigen“ ("Show on map"); nothing is retrieved from OpenStreetMap before that. When you click, your browser retrieves the map section directly from the OpenStreetMap Foundation. In the process, your IP address, technical information about your browser and device (browser type, operating system, date and time of retrieval) and the coordinates of the displayed map section are transferred; the place where the photo was taken or the location of the ticket can be derived from these coordinates. The purpose is to display the location at your request. The legal basis is our legitimate interest in offering you this map function (Article 6(1)(f) GDPR); since the map is loaded only when you click, you decide yourself whether this transfer takes place. To the best of our knowledge, the embedded map does not set any cookies and does not include any audience measurement. The OpenStreetMap Foundation processes the data under its own responsibility in accordance with its privacy policy (osmfoundation.org/wiki/Privacy_Policy); according to its own information, it stores the access data only temporarily and does not specify a fixed period for this. It delivers the map page and map tiles via a worldwide network of caches; which server responds depends on your location and on the time of the request. For the United Kingdom, there is an adequacy decision of the European Commission (Article 45 GDPR; Commission Implementing Decision (EU) 2021/1772, extended by Commission Implementing Decision (EU) 2025/2574 of 19 December 2025 until 27 December 2031); further safeguards are therefore not required.

M1.7 Other functions

- **Electronic signature:** If your company uses the electronic signature of documents, we use Oneflow AB (Sweden) as a sub-processor for this purpose.
- **Connections to services of your choice:** If your company connects the application to its own accounts with other services, such as calendars or code and storage repositories, we transfer data to the Customer's account on the Customer's instructions. The respective service is responsible for the processing there in accordance with its terms.
- **Data export:** Download links for exports are valid for 48 hours.
- **Data migration from PlanRadar and Capmo:** If your organisation switches from PlanRadar or Capmo to Structify, data from the previous system can be transferred to Structify (data migration). We set up the connection at the request of your organisation. For this purpose, your organisation generates an access key (API token) with the provider, for PlanRadar additionally with the customer ID; depending on the settings at the provider, this key may also include write permissions. We use it exclusively for reading and never write to the previous system; write access is technically blocked in our connection. We store the key in encrypted form. With the access, we check the connection and load the list of projects; in doing so, the provider receives the technical connection data of our server and the key. At the request of your organisation, we also transfer the tickets of a project designated by it into a project of your organisation in Structify: title, description and other form entries, status, priority, form, category or trade, location or plan, due date, creation and completion date as well as the person entered as responsible with their e-mail address, so that we can assign them to a member of the Structify project. For this purpose, we read the user list of your PlanRadar account; only the e-mail addresses of the persons entered as responsible in the transferred tickets are stored. We transfer photos and file attachments (e.g. PDF/DWG) of the designated project only if an authorised person at your organisation expressly confirms this in the assistant; without this consent, they remain in the previous system. Photos may contain location information (e.g. GPS/EXIF data), which is retained in the process; no automated analysis (such as an AI image analysis) of the transferred photos takes place. We do not transfer comments, because the previous system does not provide an interface for this. Until the transfer, these details are held in an intermediate storage, which we delete 30 days after the transfer has been completed or aborted. To map the values of both systems to each other, we send only the labels of status, priority, form and category or trade and the corresponding selection lists of Structify to our AI service (M1.5); beforehand, we filter out labels that look like names, addresses or contact details. We do not send titles, descriptions and other content of the tickets, location and plan names or names and e-mail addresses of the persons involved to the AI. Each start of a transfer requires a new confirmation by an authorised person at Structify and is logged. The providers are PlanRadar GmbH, Schottenring 16/Top DG1, 1010 Vienna, Austria, and Capmo GmbH, Ridlerstraße 39, 80339 Munich, Germany, respectively. They are contractual partners of your organisation; for the content that we retrieve from these systems and transfer to Structify, we act on behalf of your organisation (G2). The legal basis for setting up and storing the access is Article 6(1)(b) GDPR (contract with your organisation); the Data Processing Agreement applies to the transferred content. We store the access until your organisation asks us to remove the connection.

M1.8 Special features of the app for macOS and Windows

The app for macOS and Windows accesses the same Platform as Structify in the browser; M1.1 to M1.7 apply. On the device, the app stores session data (the login encrypted in the operating system's keychain), settings and, temporarily, incomplete entries such as drafts and technical information on uploads that have not yet been completed. The app itself does not create its own crash reports; we process technical error messages as described in M1.3. If you obtain the app via the Mac App Store, Apple processes data relating to the download and updates as an independent controller; we receive aggregated statistics from Apple

and, if you have consented in your device settings to sharing analytics data with app developers, crash reports for the app.

M2 Structify for iOS and Android

M1.1 to M1.5 apply accordingly to Structify for iOS and Android. In addition:

M2.1 Permissions on your device

Permission	Data	Purpose
Camera	images; content of a QR code	documentation of defects, construction progress and installations; scanning the QR code for pairing
Microphone	voice recordings and transcripts	voice notes during site inspections, dictation of tickets, suggestions for minutes and tickets
Location (precise, only while in use)	coordinates at the time a photo is taken; coordinates, accuracy and time when a ticket is created	assigning photos to a location; location stored with the ticket if you switch on „Standort speichern“ ("Save location") (M1.2)
Photo library	images selected by you	adding existing photos
Internet	technical connection data	synchronisation with the Platform

The app requests a permission only when you use the function. You can revoke permissions in the operating system at any time. The location is not determined in the background; without location permission, photos and tickets are stored without a location. „Auf Karte zeigen“ ("Show on map") opens the stored location of a ticket on the OpenStreetMap website outside the app, for example in your browser; only then are your IP address and the coordinates transferred to the OpenStreetMap Foundation (M1.6). We process the content as the Customer's processor (G2).

Photo metadata: Photos may contain metadata stored by the device, such as the time of capture, the device model or the place where the photo was taken. Before each upload, the app removes embedded metadata (EXIF including GPS, XMP); only the image orientation and the colour profile are retained. If a photo cannot be cleaned, it is not uploaded. The app stores the location of site inspection photos separately, only with location permission.

Recognition of the QR code for pairing: The app evaluates the QR code for pairing (M2.4) exclusively on the device, on iOS using the image recognition of the operating system and on Android using the barcode recognition Google ML Kit, which runs on the device as part of the app. Camera images are not transmitted to Google in the process. According to Google, ML Kit sends technical diagnostic and usage data to Google LLC, USA, for example the device model, operating system version, identifier and version of the app, an identifier per installation, performance metrics and error codes; Google uses this data for diagnostics and usage analysis of the feature. The legal basis is Article 6(1)(f) GDPR (our legitimate interest in reliable pairing). Google is certified under the Data Privacy Framework (G7).

M2.2 Storage on the device

The app keeps data captured without a network connection on the device until it has been transferred and deletes it afterwards. Entries that have not yet been transferred are retained even after logging out and are transferred when the same person logs in again. The app deletes cached project information (such as ticket and employee lists) when you log out; this applies from version 2.0.8. In earlier versions, the most recently loaded ticket lists of opened projects and, on Android, copies of opened plans and documents remain on the device until you log in or out with version 2.0.8 or later or uninstall the app. Uninstalling the app removes all local data. We do not create backups of local data.

If your company's contract or a test and demo account ends, the app is also blocked (§ 25(6) of the General Terms and Conditions) as soon as we have technically introduced this blocking; until then, the app continues to transfer entries that have not yet been transferred. Once the blocking is in place, entries that have not yet been transferred remain on the device for up to 30 days and are transferred if your company extends the contract during this period.

If you set up a second factor with one-time codes (TOTP) in the app, the app stores the secret key of the factor that has not yet been confirmed in encrypted form in the keychain or keystore of the device so that you can continue the set-up after an interruption. It is deleted after confirmation, when you log out, when the user changes and after 24 hours at the latest.

M2.3 Notice before using AI

Before the first voice recording, the first dictation and the first document upload, the app shows the notice on the transfer to the AI services (Anthropic, OpenAI) in accordance with M1.5; you confirm it with „Zustimmen und weiter“ ("Agree and continue"). **By clicking „Zustimmen und weiter“ ("Agree and continue"), you confirm that you have taken note. The legal basis is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR.** The confirmation is stored on the device together with your account identifier, the time and the version of the notice and applies to you on that device. You can revoke it under „Rechtliches & KI-Transparenz“ ("Legal & AI Transparency"); the app will then ask again before the next transfer. Site inspections that are already waiting to be transferred at the time of revocation will still be uploaded, but will only be transcribed once you agree again, unless your company initiates the analysis.

M2.4 Pairing via QR code

If you pair the app with a logged-in session of Structify in the browser, the app generates a random device identifier. We store only its hash, a platform designation (for example „Structify-App (iPhone/iPad)“) and the times of pairing and last use (Article 6(1)(b) and (f) GDPR). The QR code for pairing can be redeemed only once and is valid for 5 minutes. A pairing is valid for at most 30 days, for test and demo accounts at most until the end of the test phase; it is deleted when it expires, when it is revoked or when the password is changed.

M2.5 App stores

Apple distributes the iOS app via the App Store and Google distributes the Android app via Google Play; in addition, we provide the Android app as an installation file on our website. If you obtain the app via the App Store or Google Play, Apple or Google respectively processes data as an independent controller; we receive only aggregated statistics. The app contains no advertising and no advertising trackers.

M3 Structify Operate

M3.1 Digital operations log

Data: account and login data of the Users (name, e-mail address, role Admin, Standard User or Viewer); entries in the operations log with author and timestamp; maintenance tasks and deadlines; faults and tickets; input materials and deliveries with suppliers and their contact persons; components with installation and replacement history; meter readings; photos and records of proof; information on on-call staff and notification settings (name, e-mail address, telephone number, selected types of notification).

Roles: We process the content of the operations log as the operator's processor (G2); account, security and support data as controller in accordance with M1.1 and M1.3.

Viewers: Operators can invite External Parties as Viewers with read-only access. In this case, we receive the name and e-mail address from the operator (Article 14 GDPR).

AI features: Structify Operate contains AI features, such as the assistant "KAI", analyses of operating and measurement data, calculations, recommendations on maintenance, orders and consumption, reports, text recognition from photos of meters, delivery notes and invoices, and the transcription of voice notes and shift handovers. If you use these features, we transfer the content required for them to Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), and, for transcription, to OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.). M1.5 applies accordingly, including the notice before the first transfer. Structify Operate does not issue control commands to installations; recommendations are implemented only after an authorised person has reviewed and approved them. Automatic notifications according to fixed rules are excluded from this, for example when set thresholds are exceeded or faults remain unprocessed: in these cases, Structify Operate creates tickets without prior approval, marks them as „eskaliert“ ("escalated") and notifies the persons entered for this purpose in the application and by e-mail; the AI only drafts explanations and message texts. These notifications concern the operation of the installations, not decisions about persons. There is no decision based solely on automated processing (Article 22 GDPR).

Storage location and delivery: Structify Operate runs on our Platform. The database is located in the data centre in Nuremberg, the file storage and the encrypted backup copies in Falkenstein (G7, G13). The application is delivered at operate.structify.solutions from our own servers at Hetzner Online GmbH; we deliver fonts from our own servers. Data from the previous version of Structify Operate is additionally held by our former development and hosting service Lovable Cloud until it is deleted; it is not migrated.

M3.2 Information page on Structify Operate

The information page on Structify Operate does not contain its own contact form. For a demo, it refers to structify.solutions/demo; M4.3 and M4.4 apply there. We deliver fonts from our own servers. M4.1 and M4.2 apply accordingly to visits to the information page.

M4 Website structify.solutions

This Module applies to our website structify.solutions, the information page on Structify Operate and the landing pages that refer to this Privacy Policy.

M4.1 Hosting and server logs

The website is operated on a server managed by us at Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, in the Nuremberg data centre (Germany); a data processing agreement under Article 28 GDPR is in place with Hetzner. When the website is accessed, technically necessary data is processed: IP address, date and time, page accessed, access status, amount of data transferred, referrer and browser identifier. The legal basis is our legitimate interest in secure operation (Article 6(1)(f) GDPR). On individual pages, we count clicks on "Demo-Zugang anfragen" (request demo access) and "Demo-Termin buchen" (book a demo appointment) via a request to our own server, without cookies and without an identifier; for this purpose, the server log contains the ad group and the search term from the link. The logs are deleted on the server after 14 days. Hetzner creates a daily image of the entire server for us and keeps the seven most recent images; the logs contained in them are deleted when the respective image is replaced, as a rule seven days after it was created. No transfer to third countries takes place in this context. Until 7 October 2026, the website was delivered via Vercel Inc., USA; the projects at Vercel have been deleted (G6).

M4.2 Cookies

Without your consent, we use only technically necessary cookies and similar browser storage on the website, for example to store your decision regarding embedded content and your choice in the consent banner (Section 25(2) No. 2 TDDDG). Only if you select "Accept" in the consent banner do we use Google Ads conversion tracking (M4.9). We do not use analytics services or remarketing on the website.

M4.3 Contact and demo requests

If you request a demo via the website or write to us, we process your details (name, e-mail address, company, your message and information about your interest) in order to answer your request, prepare and conduct a demo and manage your request in our CRM system. For a demo access request, we additionally store your voluntary answer as to how you became aware of us and the campaign details of the link through which you came (Article 6(1)(f) GDPR; our interest: assessing the effectiveness of our advertising). We store the data in our database on our servers at Hetzner Online GmbH in Germany. We send acknowledgements of receipt and notifications by e-mail via Resend (G5). In our CRM system, we may have enquiries summarised and classified with the support of AI models from Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited); the result is a suggestion, and a human decides how to proceed. Legal bases: Article 6(1)(b) GDPR (pre-contractual measures) and point (f) (management and efficient handling of enquiries). Transfer to the USA: see G7. Retention period: see G8.

M4.4 Appointment booking

If you book an appointment for a demo or a meeting on the website, G5 (Cal.com) applies.

M4.5 Applications

If you apply via our careers page, we process the information and documents that you send us, for example your name, contact details, CV and certificates or references and, if you add them, voice or video recordings, in order to review your application and carry out the application procedure. We store the

documents in non-public storage on our servers at Hetzner Online GmbH in Germany; only the persons involved in the selection have access. We send the acknowledgement of receipt and the internal notification via Resend (G5). The legal basis is Article 6(1)(b) GDPR (initiation of an employment relationship) and your consent, which you give in the application form (Article 6(1)(a) GDPR) and which you can withdraw at any time by e-mail to info@structify.solutions. If no employment relationship is established, we delete your documents no later than six months after the conclusion of the procedure, unless we need them for longer to defend against legal claims.

M4.6 AI images

Some images on the website have been generated with artificial intelligence. The AI Transparency Statement explains which ones.

M4.7 Webinar registration

If you register for a webinar, we process your name and e-mail address and, if you provide them, your company and your role. Registration is usually made via the form on our website.

Purposes and legal basis: We use this information only to hold the webinar, i.e. to confirm your registration, to send you the access link in good time before the date, to inform you of changes to the date and to tailor the content to the audience, and to send all registered participants the recording and the materials, where available, after the webinar. This message after the webinar is part of holding the webinar; it contains no offer and no advertising. The legal basis is Article 6(1)(b) GDPR (your registration for participation). Company and role are voluntary.

Storage and sending: We store the registrations in our database on our servers at Hetzner Online GmbH in Germany; only the persons at Structify who look after the webinar have access. We send the confirmation of receipt via Resend (G5) and the further e-mails about the webinar, such as the access link and the message after the webinar, via Resend or from our e-mail mailboxes at Hetzner Online GmbH. We erase the registration data three months after the webinar unless you have consented to information by e-mail and confirmed this (see below and G8).

Registration via LinkedIn: If we announce a webinar as an event on our LinkedIn page, you can also register via the registration form of that LinkedIn event. In doing so, LinkedIn Ireland Unlimited Company, Dublin, Ireland, collects your name and e-mail address, usually pre-filled from your LinkedIn profile, and transmits them to us. We are responsible for this registration data transmitted to us and process it for the same purposes and on the same legal basis as for registration via our website (Article 6(1)(b) GDPR). We then treat it in the same way: storage at Hetzner Online GmbH in Germany, confirmation of receipt and further e-mails about the webinar via Resend or from our e-mail mailboxes, erasure three months after the webinar. You also receive the Teams invitation by e-mail here; a mere acceptance in the LinkedIn event does not replace registration. For the processing of your data on the LinkedIn platform itself, LinkedIn Ireland Unlimited Company is an independent controller; its own privacy statement applies to this.

Your messages to us: If you reply to one of our e-mails about the webinar or write to us, for example at info@structify.solutions, we keep your message as business correspondence in our e-mail mailboxes and archive it like the rest of our business correspondence (G5). The erasure three months after the webinar does not apply to it; the period for commercial and business letters applies (G8). The legal basis is Article 6(1)(c) GDPR in conjunction with Section 257 of the German Commercial Code (HGB) and Section 147 of the German Fiscal Code (AO), insofar as we are obliged to retain it, and otherwise Article 6(1)(f) GDPR (complete and traceable filing of our business correspondence).

Protection of the form (Cloudflare Turnstile): To prevent anyone from using the form automatically, for example to register third-party e-mail addresses en masse, the page loads the Turnstile service of

Cloudflare, Inc., USA, as soon as you start filling in the form; merely opening the page does not load it. M1.1 (Protection of the login) describes which data Cloudflare processes and in which role; it applies here accordingly. The result is a single-use verification token that is transmitted to our server with your registration and verified there with Cloudflare. The legal basis is Article 6(1)(f) GDPR (protecting the form and the registered addresses against misuse); insofar as information is read from your browser, this is done only for the registration you have requested (Section 25(2) No. 2 of the German Telecommunications Digital Services Data Protection Act (TDDDG)). Transfer to the USA: see G7.

Information by e-mail only with your consent: We send you information about our products, new developments and events only if you expressly tick this option in the registration form (the box is not pre-ticked) and then confirm it via the link in the confirmation of receipt (double opt-in). As proof, we store the wording of the consent and the times of consent and confirmation. The legal basis is your consent (Article 6(1)(a) GDPR, Section 7(2) No. 2 UWG). You can withdraw it at any time with effect for the future, for example by e-mail to datenschutz@structify.solutions; each of these e-mails also contains information on how to unsubscribe. If you withdraw your consent, we store the time of the withdrawal and no longer send you such information. We then keep the proof of consent and withdrawal (e-mail address, wording of the consent, times of consent, confirmation and withdrawal), restricted from any other use, for three years and then erase it; the legal basis is our legitimate interest in being able to prove that we only wrote to you with your consent (Article 6(1)(f) in conjunction with Article 7(1) GDPR). Without consent or without confirmation, we use your address only for the webinar.

Transfer to Instantly: If you have consented and confirmed your consent, we may transfer your registration for this information to a contact list on our e-mail platform Instantly (Foo Monk, LLC dba Instantly.ai, USA; M5). The data transferred are your name, your e-mail address, your company and your role, insofar as you have provided them, the webinar and the time of your confirmation. Without confirmed consent, we transfer nothing. Instantly acts as our processor in this respect; transfer to the USA: see G7. An automatic synchronisation then transfers the data from Instantly to our prospecting system (M5; database on our servers at Hetzner Online GmbH in Germany, accessible only to our management). If you withdraw your consent, we automatically add an address that has already been transferred to the block list at Instantly so that you no longer receive such information from there; in the prospecting system, the synchronisation then marks the contact as blocked. The retention period for the data at Instantly and in the prospecting system is governed by M5.

Holding the webinar via Microsoft Teams: The webinar takes place online via Microsoft Teams. Our contracting partner for Microsoft Teams is Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, which acts as licensor and as our processor; sales and invoicing are handled by Microsoft Deutschland GmbH, Walter-Gropius-Straße 5, 80807 Munich, Germany. If you take part via the access link, Microsoft processes the data required for this: the name under which you join, the times you join and leave, and technical information about the connection and device (such as IP address, operating system, browser or app). We have switched off the chat for participants, and participants' cameras and microphones are off. You ask questions at the end by requesting to speak: you raise your hand in Teams, we unmute your microphone, and all participants hear your question. If you prefer to ask your question in writing, write to us after the webinar at info@structify.solutions. The other participants also see the name under which you join; when joining, you can enter an abbreviation instead of your full name. Teams can create an attendance report for us with names and the times of joining and leaving; we use it only to hold the webinar and erase it no later than three months after the webinar. The legal basis is Article 6(1)(b) GDPR. According to Microsoft, it stores the data for customers in the EU within the EU Data Boundary; processing by Microsoft Corporation, USA, for example for support and security, is nevertheless possible (G7). For certain data, for example for billing and for the security of its services, Microsoft is an independent controller under its contractual terms. If you join with your own Microsoft account, Microsoft's privacy statement also applies to that account.

Recording: We announce before the start whether we record a webinar. The recording covers the presenters and the content shown; if you request to speak, your question can be heard in the recording, and the name under which you joined may be visible. We send the recording to all registered participants after the webinar. We publish a recording on our website only without participants' spoken contributions and names. The legal basis is our legitimate interest in making the content of the webinar available afterwards as well (Article 6(1)(f) GDPR); you can object (G10).

M4.8 Newsletter

You can subscribe to our newsletter via the sign-up form in the footer of every page of our website or on the page structify.solutions/newsletter (English: structify.solutions/en/newsletter). The only input field is your e-mail address; an additional field that is invisible to you serves only to detect automated entries.

Content: The newsletter contains product news, webinar dates and expert articles for planning offices and is published roughly once a month.

Consent and confirmation (double opt-in): At the form, we show the wording of your consent: "Yes, I would like to receive the Structify newsletter with product news, webinar dates and expert articles for planning offices, roughly once a month. I can withdraw my consent at any time, for example via the unsubscribe link in every newsletter or by e-mail to datenschutz@structify.solutions." After you submit the form, we send you an e-mail via Resend (G5) with a confirmation link that is valid for 30 days. Only once you open the link and confirm the sign-up on our website do we use your address for the newsletter. If you do not confirm, we erase the sign-up after 30 days. The legal basis is your consent (Article 6(1)(a) GDPR, Section 7(2) No. 2 UWG). Providing your e-mail address is voluntary; without it, we cannot send you the newsletter.

Storage and sending: We store the sign-ups in our database on our servers at Hetzner Online GmbH in Germany, namely your e-mail address, the language of your sign-up, the wording of the consent and the times of sign-up and confirmation. We send the newsletter via Resend (G5); for this purpose, after confirmation we additionally transfer your e-mail address to a contact list at Resend. Transfer to the USA: see G7.

No tracking of reading behaviour: We do not measure whether a newsletter is opened or whether a link in it is clicked.

Protection of the form (Cloudflare Turnstile): To prevent anyone from using the form automatically, for example to sign up third-party e-mail addresses en masse, the page loads the Turnstile service of Cloudflare, Inc., USA, as soon as you start filling in the form, i.e. select the input field; merely opening the page does not load it. M1.1 (Protection of the login) describes which data Cloudflare processes and in which role; it applies here accordingly. The result is a single-use verification token that is transmitted to our server with your sign-up and verified there with Cloudflare. The legal basis is Article 6(1)(f) GDPR (protecting the form and the registered addresses against misuse); insofar as information is read from your browser, this is done only for the sign-up you have requested (Section 25(2) No. 2 of the German Telecommunications Digital Services Data Protection Act (TDDDG)). Transfer to the USA: see G7.

Withdrawal and unsubscribing: You can withdraw your consent at any time with effect for the future, via the unsubscribe link in every newsletter or by e-mail to datenschutz@structify.solutions. If you withdraw your consent, we store the time of the withdrawal and no longer send you the newsletter. We then keep the proof of consent and withdrawal (e-mail address, wording of the consent, times of sign-up, confirmation and withdrawal), restricted from any other use, for three years and then erase it; the legal basis is our legitimate interest in being able to prove that we only wrote to you with your consent (Article 6(1)(f) in conjunction with Article 7(1) GDPR).

M4.9 Measuring the success of our ads (Google Ads conversion tracking)

We place ads on Google. Only with your consent do we measure, using Google Ads conversion tracking, whether a click on one of our ads leads to a demo booking on our website.

Consent banner: When you first visit the website, a banner asks for your consent. "Decline" and "Accept" are designed as equal options; nothing is preselected. As long as you have not selected "Accept", the website loads no script from Google and does not connect to Google. We store your choice in your browser's storage (localStorage) so that the banner does not appear on every visit; this entry is technically necessary (Section 25(2) No. 2 TDDDG) and is not transmitted to us or to third parties.

Provider: Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland ("Google").

Process: After "Accept", the website loads the Google tag from Google's servers and uses Google's Consent Mode v2 with the following settings: storing advertising cookies and sending user data to Google for measurement permitted; ad personalisation and analytics not permitted. If you book an appointment on our website via the embedded Cal.com booking calendar, for example on our demo page (structify.solutions/demo), we report the event "demo booked" to Google, at most once per page view.

Purpose: We measure whether clicks on our ads lead to demo bookings in order to manage our ads and their budget. We do not create remarketing lists, do not use the data for personalised advertising and do not use analytics services such as Google Analytics.

Data: Google's click identifier ("gclid") if you reach the website via one of our ads; your IP address; information about your device and browser; the page visited and the time; the conversion event "demo booked" with an identifier of the booking. We do not transmit your name, your e-mail address or any other information from the appointment booking to Google.

Cookies and browser storage: Google sets cookies on our domain whose names begin with "_gcl_" (for example "_gcl_au" and, if you arrive via an ad, "_gcl_aw" containing the click identifier), and may additionally store the click identifier in your browser's storage under "_gcl_ls". According to Google, the "_gcl_" cookies are stored for 90 days. In addition, when its servers are accessed, Google may read or set its own cookies on Google domains; Google provides information on this at policies.google.com/technologies/cookies.

Role of Google: Google processes the data from conversion tracking as an independent controller under the Google Ads Controller-Controller Data Protection Terms (business.safety.google/adscontrollerterms), including for Google's own purposes. Google's privacy policy applies to this: policies.google.com/privacy.

Transfer to the USA: Google may also process the data through Google LLC in the USA. Google LLC is certified under the EU-U.S. Data Privacy Framework, for which the European Commission has found an adequate level of data protection (Article 45 GDPR). See also G7.

Legal basis: Your consent: for storing information on your device and accessing it under Section 25(1) TDDDG, for the further processing under Article 6(1)(a) GDPR. Consent is voluntary; if you decline, you can use the website, including the demo booking, without restriction.

Withdrawal: You can withdraw your consent at any time with effect for the future: select "Decline" via the "Cookie settings" link at the bottom of the page (in the footer; on the demo and order pages next to the legal links). The website then tells the Google tag that consent no longer exists and deletes the "_gcl_" cookies and the "_gcl_ls" entry in your browser. You can delete cookies on Google domains in your browser. The lawfulness of the processing carried out until the withdrawal remains unaffected.

Retention period: see G8.

M5 Approaching potential customers, partners and investors (information under Article 14 GDPR)

This Module applies when we approach you on our own initiative for business purposes without you having provided us with your data yourself: as a contact person of a company that plans, builds or operates installations and could be a customer or partner, or as a potential investor.

Data: name, form of address, position, company, business contact details (e-mail address, telephone number, business address, website), the address of your public professional profile (such as LinkedIn), the industry, size and region of your company, the assignment to a target group, the result of our assessment of whether it makes sense to approach you, and the history of our contact (messages, replies, objections, appointments, notes). We do not process private contact details.

Sources: publicly accessible sources, in particular company websites and legal notices, commercial registers, professional and industry directories and publicly visible profiles on the professional network LinkedIn; in addition, meetings at events, recommendations and our own contact with you.

Purpose and legal basis: We present our products or a possible collaboration or investment to you, document the contact and avoid approaching you more than once. The legal basis is our legitimate interest in initiating business relationships in business-to-business dealings (Article 6(1)(f) GDPR, Recital 47).

E-mails only with your consent: We send you promotional e-mails only if you have expressly consented in advance (Section 7(2) No. 2 of the German Act against Unfair Competition (UWG); in Austria, Section 174 of the Austrian Telecommunications Act 2021 (TKG 2021)). Without consent, we do not approach you by e-mail. We approach you via professional networks such as LinkedIn or by telephone only insofar as competition law permits. Every message contains information on how you can refuse further contact.

Approach by letter: We also approach you by letter at your business address. For this we use your name, form of address, position, company and business address. The legal basis is our legitimate interest in initiating business relationships (Article 6(1)(f) GDPR, Recital 47). Every letter contains a reference to this information and explains how you can refuse further contact. If you have objected, we will no longer write to you.

Service providers and recipients:

- **Research:** For the automated compilation of publicly accessible information, including from databases with business contact details, we use, where required, the research tool Apify (Apify Technologies s.r.o., Vodičkova 704/36, 110 00 Prague 1, Czech Republic) exclusively via Structify's own account, as a processor.
- **AI-assisted pre-selection:** To assess whether your company belongs to our target group and to summarise public information, we use AI models from Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), as a processor. The assessment is a suggestion; a human decides whether and how we approach you.
- **Storage:** We store the data in our prospecting system in our database on our servers at Hetzner Online GmbH in Germany; only our management has access.
- **E-mail sending:** If we send you e-mails from our prospecting system with your consent, we use the sending service Resend (G5) for this purpose.
- **E-mail platform Instantly:** We keep contact details, the history of e-mail campaigns and our block list on the Instantly platform (Foo Monk, LLC dba Instantly.ai, 30 N. Gould St., Ste. R, Sheridan, WY 82801, USA); Instantly sends e-mails from campaigns via its included sending mailboxes "Instantly AirMail", which Instantly operates on its own servers. Instantly processes these data as our processor. We transfer webinar registrations with confirmed consent to a contact list at Instantly and from there to our

prospecting system in accordance with M4.7. Our other mailboxes are operated by Hetzner Online GmbH (G5).

- **LinkedIn:** Messages that we send you via LinkedIn are processed by LinkedIn Ireland Unlimited Company, Dublin, Ireland, as an independent controller in accordance with its own privacy policy.
- **Letter dispatch:** We print and envelope letters ourselves. Delivery is carried out by Deutsche Post AG as an independent controller.

Transfers to third countries: Anthropic, Resend and Instantly are based in the USA. We base these transfers on the EU standard contractual clauses, Module Two (G7).

Retention period: as long as a business relationship or investment realistically remains a possibility, at the latest 24 months after our last contact; if a contract is concluded, the periods under G8 apply. If you object, we store only the information needed to observe your objection permanently (suppression list; Article 6(1) (c) in conjunction with Article 21(3) GDPR).

Time of this information: We refer you to this information at the latest when we first contact you.

Your objection: You may object to processing for direct marketing purposes **at any time without giving reasons**, for example with a short reply to our message, by letter to our business address or by e-mail to datenschutz@structify.solutions. Your other rights are set out in G10 and G11.

M6 Customer reports by commercial agents

This Module applies if an independent commercial agent who arranges contracts for Structify reports your company to us as a prospective customer and names you as the contact person (customer report), or manages you as a prospective customer in the area that we provide to him for this purpose in Structify (partner area). In that case, we do not receive your data from you yourself; we provide you with this information under Article 14 GDPR.

Data: name and address of your company, your name, your position, your business e-mail address and, if provided, your business telephone number, the occasion and need, when the commercial agent informed you of the disclosure to us, where applicable whether he advises your company himself and has disclosed to you his position as our commercial agent, as well as our handling of the report (receipt, confirmation or objection with reason, protection period).

Source: the commercial agent who reported you. He only reports prospective customers with whom he is in personal contact, and contact persons from his own consulting mandates only with their consent.

Purpose and legal basis: We review the report and confirm it to the commercial agent or object to it, for example because your company is already a customer, is already in contact with us or has already been reported by another commercial agent. If we confirm the report, we assign a contract that your company concludes with us within the protection period of twelve months to the commercial agent and settle his commission. In addition, we present Structify to you. The legal basis is our legitimate interest in initiating business relationships and in proper cooperation with our commercial agents (Article 6(1)(f) GDPR); we are also legally obliged to settle the commission (Article 6(1)(c) GDPR in conjunction with Section 87c HGB).

Storage and recipients: Customer reports reach us by e-mail or via the partner area; we store them in our e-mail mailboxes and in our database on our servers at Hetzner Online GmbH in Germany. Only the persons at Structify who look after the cooperation with commercial agents have access. If the commercial agent manages you in the partner area, he processes your data there on our behalf on the basis of a data processing agreement (Article 28 GDPR). We inform the commercial agent whether we confirm the report or object to it; on request, we substantiate an objection to him with the date and type of an earlier contact or contract with your company. If a contract with your company is concluded, he receives the information required for the assignment and the settlement of his commission. The commercial agent is himself the controller for the data he collects in his own prospecting or his own consulting.

Our further approach: A customer report is not consent to promotional e-mails. M5 applies accordingly to how we approach you and to its documentation in our CRM system, including the service providers named there and the transfer to the USA; we send you promotional e-mails only with your prior express consent (Section 7(2) No. 2 UWG).

Retention period: If no contract is concluded with your company, we erase the customer report twelve months after the protection period expires or, if we have objected to it, twelve months after our objection; until then, we need it in order to be able to examine claims arising from the report. If a contract is concluded, we keep the information on the assignment until the commercial agent's commission and compensation claims are time-barred, at the latest until three years after the end of the year in which the commercial agency contract ends; the periods under G8 apply to contract and accounting documents.

Time of this information: The commercial agent informs you when disclosing your data to us and refers you to this information; at the latest when we first contact you, we refer you to it ourselves.

Your objection: You may object to processing for direct marketing purposes **at any time without giving reasons**, and otherwise on grounds relating to your particular situation (G10), for example by e-mail to datenschutz@structify.solutions. We will then no longer approach you and will store only the information

needed to observe your objection and to examine claims arising from the cooperation with the commercial agent. Your other rights are set out in G10 and G11.

AI Transparency Statement

Structify Solutions UG (haftungsbeschränkt)
Version 2.0 · valid from 8 October 2026
As of 16 November 2026: semantic search in the archive using an AI model operated on our own servers added (sections 2, 3, 5 and 7); otherwise unchanged from the version as of 16 October 2026. Earlier versions are available in the archive at structify.solutions/rechtliches/archiv.

The German version prevails.

This statement describes where and how we use artificial intelligence (AI) in our products and on our website. It supplements our Privacy Policy and fulfils our transparency obligations under Article 50 of Regulation (EU) 2024/1689 (AI Act).

1. Our principle: AI supports, people decide

For us, AI is a tool. It takes repetitive work off professionals' hands, such as typing up voice notes or pre-sorting defects, and makes documentation more complete. It does not replace professional responsibility. Three rules always apply:

- **People stay in control.** All AI results are suggestions that are reviewed, edited and approved. The only exception is automatic notifications in Structify Operate that are triggered according to fixed rules; whether they are triggered is not decided by the AI (section 6).
- **Data stays protected.** Hosting and storage take place in Germany; AI providers may not use your content for training.
- **Use of AI stays transparent.** We tell you when you are working with AI, and we label AI results.

2. Where we use AI

Product	AI features
Structify in the browser and for macOS and Windows	assistant "KAI" (questions, summaries, drafts); transcription of voice recordings and meetings; analysis of photos and videos (for example detecting and classifying features of defects); analysis of documents; suggestions for minutes, tickets and reports; voice dialogue in the help voice assistant; semantic search in the archive (also finds entries worded differently) using our own AI model on our servers
Structify for iOS and Android	transcription of voice notes and dictations; suggestions for minutes and tickets; full-text capture of uploaded documents for search
Structify Operate	assistant "KAI"; analyses of operating and measurement data; calculations (for example efficiency, consumption, costs); recommendations on maintenance, orders and consumption with approval by a human; explanations and message texts for automatic notifications according to fixed rules (see section 6); reports; text recognition from photos of meters, delivery notes and invoices; transcription of voice notes and shift handovers. **No control commands to installations** (see section 6)
Website	AI-generated images (see section 8)

3. Which providers we use

Provider	Purpose	Location
Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), models of the "Claude" series	text understanding, image and document analysis, assistant "KAI", suggestions; in Structify Operate also analyses, calculations and recommendations	USA

Provider	Purpose	Location
OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.)	transcription of speech, including in Structify Operate; language model of the help voice assistant, used via Retell AI	USA
Retell AI, Inc., USA	voice dialogue infrastructure of the help voice assistant, only when used	USA

Own AI model for semantic search. For the semantic search in the archive, we ourselves operate the freely available language model "bge-m3" (Beijing Academy of Artificial Intelligence, MIT licence) on our servers at Hetzner Online GmbH in Germany. It converts texts of your organisation, such as tickets, defects, minutes and text extracted from documents, into numerical values that make it possible to find entries with similar content. No content is transferred to third parties for this purpose, and the model is not trained with your content. The numerical values can only be searched within your organisation and are deleted as soon as the underlying content has been deleted.

If we use additional or different providers, we will update this overview. For Customers, the procedure for new sub-processors under the Data Processing Agreement also applies.

Internal administration. Independently of the products, we also use AI from Anthropic for our own purposes: PDF attachments of incoming e-mails to certain of our mailboxes are automatically checked to determine whether they are invoices, we pre-sort support requests from the application with the help of AI (category, subject, urgency), and we use an AI assistant from Anthropic for internal development and administrative tasks. Details can be found in the Privacy Policy (G4 and G5).

4. What happens to your content

- **Purpose limitation:** We transfer to the providers only the content required for the respective feature, and only when you use the feature.
- **No training by the providers:** We have contractually agreed with all AI providers that they will not use your content to train AI models.
- **No training by Structify without consent:** We ourselves do not train AI models with our Customers' content unless the Customer's management expressly switches this on for its organisation. The setting is off by default; as long as we do not offer it, no training takes place.
- **Retention by the providers:** The providers store content only insofar as necessary for providing the service and for abuse monitoring, and only for the contractually limited period. On our side, we delete analysis photos from the AI photo analysis after 90 days.

5. Storage location and transfer

Hosting and storage in Germany (EU). For AI analyses (voice, text, images), we use US providers (OpenAI, Anthropic; for the voice assistant, Retell AI) on the basis of data processing agreements and EU standard contractual clauses.

The semantic search in the archive (section 3) is an exception: it runs exclusively on our servers in Germany.

Transmission is encrypted throughout. For each provider, we have assessed the consequences of the transfer and defined supplementary safeguards. Details can be found in the Core Section of the Privacy Policy (G7) and in Schedule 3 to the Data Processing Agreement.

6. Classification under the AI Act

- **Role:** Structify is the provider of the AI-supported features in its own products and a deployer insofar as we use AI for our own purposes.
- **No high-risk classification:** The AI features in Structify (in the browser, for macOS and Windows and for iOS and Android) and on our website are supporting tools: their results are suggestions or information, and people decide how to use them. They do not make decisions that take effect by themselves and do not control any installations. We therefore do not assign them to the high-risk areas under Annex III to the AI Act; an EU declaration of conformity is not required for them. For Structify Operate, the next point applies.
- **Structify Operate:** Structify Operate is used in the operation of heat and energy supply installations. Its AI features are not intended to be used as a safety component in the operation of critical infrastructure, in particular the supply of heating, gas or electricity (Annex III No. 2 to the AI Act). We therefore do not classify them as a high-risk AI system:
  - The AI features do not issue control commands, do not intervene in the operation of the installations and have no access to control or automation systems.
  - They are not intended for safety tasks. Structify Operate is not a safety, control or alarm system. Under our Terms of Use, the operator uses it only if the protective and safety devices of its installations and the prescribed monitoring work independently of Structify Operate, so that a failure or error of Structify Operate endangers neither the installations nor persons (Terms of Use § 11(3)).
  - They document, analyse, calculate and recommend. Recommendations, for example on orders or maintenance, are implemented only after an authorised person has reviewed and approved them.
  - **Automatic notifications:** Structify Operate triggers some notices without prior approval, according to fixed rules and not by a decision of the AI. If a recorded measured value exceeds a set threshold, Structify Operate creates a ticket; if a fault remains unprocessed for a defined period, it marks the ticket as „eskaliert“ ("escalated"). In both cases, it notifies the persons entered for this purpose in the application and by e-mail. The AI only drafts explanations and the text of the notification. These notifications supplement the operator's monitoring; they do not replace it.

We will review this classification again before we extend Structify Operate, in particular before any feature would control installations or take over safety tasks.

- We review this classification if features, the intended purpose or the legal situation change materially.

7. Labelling

The transparency obligations under Article 50 of the AI Act have applied since 2 August 2026. We fulfil them as follows:

- **Notice before interaction:** Before you speak or write to an AI assistant, we point out that it is an AI system.
- **Labelling of results:** AI-generated texts and suggestions bear the notice „Von KI erstellt“ ("Created by AI") in the application.
- **Labelling of search results:** Results that the archive search finds on the basis of similarity of meaning bear the notice „KI-gestützt“ ("AI-assisted").
- **Machine-readable labelling:** AI-generated reports in PDF format receive a machine-readable indication of origin (IPTC metadata and a provenance record signed by us). We are extending the labelling to further outputs; for features that were on the market before 2 August 2026, we will complete this by 2 December 2026.

- **Notice before transfer:** Before any of your content is transferred to AI services for the first time, we show a one-time notice. In Structify in the browser, for macOS and Windows and in Structify Operate, you confirm by ticking a checkbox: „Ich habe die Hinweise zur Übermittlung an KI-Dienste gelesen und zur Kenntnis genommen." ("I have read and taken note of the information on the transfer to AI services."). You then click „Zustimmen" ("Agree"). In Structify for iOS and Android, the notice is shown before the first voice recording, the first dictation and the first document upload; you confirm it with „Zustimmen und weiter" ("Agree and continue"). In each case, you thereby confirm that you have taken note. The legal basis for the transfer is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR.

8. AI on our website

Images. Some of the images on structify.solutions have been generated with AI: the portraits and the joint picture of the founders Tim Rosen and Felix König (re-enacted scenes, not photographs), the industry motifs on the product and solution tiles (people on construction sites, in plant rooms and planning offices) and the large-format mood images between sections of text. With the exception of the founders, the persons shown are fictitious. The screenshots of our applications (real user interface with sample data) and the logos of the companies mentioned are not AI-generated. The alternative text of each AI-generated image begins with „KI-erzeugtes Bild:" ("AI-generated image:").

Use by third-party AI systems. Our website may be read by third-party AI systems, such as search assistants, and used to answer questions. All information on the website is public.

9. Limits and due care

AI systems work with probabilities. Despite high quality, they may deliver incorrect or incomplete results. AI results do not replace a professional review and do not release anyone from exercising their own due care. We design our features so that results are easy to check and correct. There is no decision based solely on automated processing that produces legal or similarly significant effects (Article 22 GDPR).

10. Your rights, objection and complaints

- You can revoke your confirmation regarding the transfer to AI services in the settings, in Structify for iOS and Android under „Rechtliches & KI-Transparenz" ("Legal & AI Transparency"); the notice will then be shown again before the next transfer.
- Your rights under the GDPR, including the right to object, are described in the Privacy Policy (G10). Please send enquiries to datenschutz@structify.solutions. If they concern a Customer's content, that Customer is your point of contact; we will forward your enquiry.
- You can address complaints concerning the AI Act to the competent market surveillance authority; in Germany, this is the Federal Network Agency (Bundesnetzagentur). The Bavarian State Office for Data Protection Supervision (Bayerisches Landesamt für Datenschutzaufsicht) is responsible for complaints under data protection law.

11. Questions

If you would like to know how a particular AI feature works or what data it processes, please write to us at datenschutz@structify.solutions.

Legal Notice (Impressum)

Version 2.0 · valid from 8 October 2026

The German version prevails.

This Legal Notice applies to the website structify.solutions, the Structify landing pages and all products (Structify in the browser, for macOS and Windows and for iOS and Android, and Structify Operate).

Information pursuant to Section 5 of the German Digital Services Act (DDG)

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Register entry
Commercial register: Local Court (Amtsgericht) of Nuremberg, HRB 46012

VAT identification number
pursuant to Section 27a of the German VAT Act (UStG): DE462453140

Responsible for journalistic and editorial content pursuant to Section 18(2) of the German Interstate Media Treaty (MStV)

Tim Rosen, Gartenstraße 8, 92348 Berg, Germany

Dispute resolution

Our offers are aimed exclusively at businesses. We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board (Section 36 of the German Consumer Dispute Resolution Act (VSBG)).

Liability for content

As a service provider, we are responsible for our own content on these pages in accordance with the general laws pursuant to Section 7(1) DDG. Pursuant to Sections 8 to 10 DDG, we are not obliged to monitor third-party information transmitted or stored or to investigate circumstances that indicate unlawful activity. Obligations to remove or block information under the general laws remain unaffected. As soon as we become aware of a specific infringement, we will remove the content without delay.

Liability for links

Our pages contain links to third-party websites whose content we cannot influence. The respective provider is responsible for this content. We checked the linked pages for recognisable legal violations at the time the links were set. If we become aware of any infringements, we will remove the link without delay.

Copyright

The content and works created by us on these pages and in our products are subject to German copyright law. Reproduction, editing, distribution and any exploitation beyond the limits of copyright law require our consent in text form. The use of the products is governed by our General Terms and Conditions and our Terms of Use.

Trade mark

„structify SOLUTIONS“ is a word and figurative mark of Structify Solutions UG (haftungsbeschränkt) registered with the German Patent and Trade Mark Office (DPMA) (register number 30 2026 235 779).

Legal documents

You can find our General Terms and Conditions with the Data Processing Agreement, the Terms of Use, the Privacy Policy and the AI Transparency Statement at structify.solutions/rechtliches, where they are also available as PDF files and in earlier versions.