LEGAL

Terms of Use

Structify Solutions UG (haftungsbeschränkt)

Version 2.1 · valid from 18 November 2026

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.

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.