

Terms of Use for the WordPress Plugin “WriteUp” (B2C)

1. Preamble and Contracting Parties

This Terms of Use and Service Agreement governs the provision and use of the WordPress plugin “WriteUp” (hereinafter “Software”) for consumers.

For merchants, legal entities under public law, or special funds under public law, the provisions of **the User Agreement and Data Processing Agreement for the WordPress plugin “WriteUp” (B2B)** apply!

Provider and Technical Service Provider: Meta-Level Software AG - Lyonerring 1 - 66121 Saarbrücken, Germany

Contract Conclusion via Reseller: The Software is marketed by **Digistore24 GmbH** (St.-Godehard-Straße 32, 31139 Hildesheim, Germany) as an authorized reseller (Merchant of Record). The legal purchase agreement for the user license is concluded exclusively between the user and Digistore24 GmbH. Invoicing is also handled by Digistore24 GmbH. Meta-Level Software AG acts as the manufacturer and is responsible for the provision, support, and maintenance of the software.

2. Terms of Use (SLA & Services)

1. **Scope of Services:** “WriteUp” is a WordPress plugin for AI-powered text processing and generation. The scope of functionality is defined by the product description valid at the time the contract is concluded.
2. **Best-Effort Principle:** The provision of the software and the associated AI interfaces is on a **best-effort basis**. There is no explicit Service Level Agreement (SLA) regarding guaranteed availability as a percentage or specific response times. The provider endeavors to ensure the greatest possible availability within the limits of technical feasibility.
3. **Minimum Age:** Use of the software is permitted exclusively to natural persons who have reached the **age of 18**.
4. **Intellectual Property (IP Ownership):** All copyrights, trademark rights, and other intellectual property rights in the “WriteUp” software, including the source code and algorithms, remain exclusively with **Meta-Level Software AG**. The user is granted a non-exclusive, non-transferable right to use the software for their own purposes for the duration of the contract.

3. Inbound Disclaimer and Limitation of Liability

Use of the software is at the user's own initiative. The provider expressly notes that the server locations for data processing are exclusively in Germany or the EU. This contract, as well as the entire technical provision, is governed exclusively by the laws of the Federal Republic of Germany, including the GDPR.

4. Warranty for Defects and Liability

1. **Statutory Warranty:** For defects in the software's digital content, the statutory provisions governing the warranty for defects in digital products pursuant to Sections 327 et seq. of the German Civil Code (BGB) apply.
2. **Limitation of Liability:** Meta-Level Software AG bears unlimited liability for willful misconduct and gross negligence. For simple negligence, the Provider is liable only in the event of a breach of a material contractual obligation (cardinal obligation), the fulfillment of which is essential for the proper performance of the contract and on the observance of which the User may reasonably rely. In this case, liability is limited to the damage typical for this type of contract and foreseeable at the time the contract was concluded. Liability for damages resulting from injury to life, limb, or health remains unaffected by these limitations.

5. Cancellation Policy for Consumers

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date the contract is concluded. To exercise your right of withdrawal, you must inform our reseller (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, support@digistore24.com) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by mail or an email). Please refer to the General Terms and Conditions (GTC) of Digistore24 GmbH, Section 7: Right of Withdrawal for Consumers. These can be found online at <https://www.digistore24.com/page/terms/1/de/>, including a sample withdrawal form.

Premature Expiration of the Right of Withdrawal

The right of withdrawal expires prematurely in the case of a contract for the delivery of digital content not stored on a tangible medium if you have expressly agreed that we may begin performing the contract before the expiration of the withdrawal period and you have confirmed your awareness that, by giving your consent to the commencement of contract performance, you lose your right of withdrawal.

6. Online Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODR):

<https://ec.europa.eu/consumers/odr>. We are neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

7. Data Protection

The collection, processing, and use of personal data are carried out in compliance with applicable data protection regulations. Further information on the processing of personal data, the purposes of processing, the legal bases, and the rights of data subjects can be found in Meta-Level Software AG's privacy policy for the "WriteUp" product. This policy is available at any time at [URL] WriteUp-Datenschutzerklärung.pdf [/URL] and will also be provided in written form upon request.

8. Restrictions

You agree not to submit any User Content to the WriteUp service that

- infringe the intellectual property rights or other rights of others,
- violates any laws or regulations,
- is dangerous, harmful, fraudulent, threatening, harassing, defamatory, or obscene.

Prohibited Use

WriteUp may not be used to generate content that promises or purports to provide legal, medical, financial, or other professional advice without review by a qualified professional.

We reserve the right to restrict or deny access to "WriteUp" if a customer violates these Terms and Conditions.

9. Termination

(1) Ordinary Termination:

The contract, including the subscription, may be terminated by either party up to fourteen (14) days prior to the renewal of the subscription, unless otherwise agreed in writing.

(2) Extraordinary Termination:

The right to terminate the contract for cause remains unaffected. Cause exists in particular if:

- a) one of the parties repeatedly or seriously violates the contractual or legal obligations set forth at ,
- b) actions or omissions occur that prevent compliance with the GDPR or other legal requirements from being guaranteed.

(3) Termination of the Subscription:

Upon termination of the contract with the reseller, **Digistore24 GmbH** (St.-Godehard-Straße 32, 31139 Hildesheim, Germany), the subscription also ends. From that point on, the customer is no longer entitled to use the services provided.

10. Discontinuation of the Service

(1) We are entitled to discontinue the operation of the software and the provision of the associated services in their entirety if there is an objective reason to do so, in particular for economic, technical, legal, or operational reasons.

(2) The customer will be notified in writing of the discontinuation of the service at least three (3) months prior to the planned termination date.

(3) Upon expiration of the termination date specified in the notice, the user agreement shall automatically terminate to the extent that further performance of the agreement is no longer possible due to the discontinuation of the service.

(4) Fees paid in advance by the customer for periods after the termination date will be refunded on a pro-rata basis. Any further legal claims of the customer remain unaffected.

(5) During the notice period, we will provide the customer with the opportunity to export their stored data in a standard machine-readable format, provided that no statutory retention or deletion obligations preclude this.

11. Final Provisions

1. **Governing Law:** The law of the Federal Republic of Germany shall apply, excluding international private law and the UN Convention on Contracts for the International Sale of Goods.
2. **Jurisdiction:** For consumers, the statutory places of jurisdiction apply.
3. **Severability Clause:** Should any provision of this contract be invalid, the validity of the remaining provisions shall remain unaffected.