



Klar Insights GmbH

Clemensstr. 2

80803 München

Deutschland

terms-and-conditions

Stand: 07.07.2026

Klar - Terms Of Use

For legal interpretation, the German version of this Document is legally binding. This English translation is provided for convenience only and is a result of automated processing.

What was changed since the last version

- Note (v1.0.4): Fixes the technical display error from v1.0.2 (skipping v1.0.3). No changes to content. We apologize for any inconvenience.
 - Section 10a: Clarification of the terms for annual packages
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These Terms of Use (hereinafter "**Terms of Use**") apply to the use of the Business Intelligence Software as a Service "Klar" (hereinafter "**Klar**"), which is provided by Klar Insights GmbH, Clemensstr. 2, 80803 München Munich, Germany (hereinafter "**Klar Insights**" or "we") and used by the Customer. The implementation of an interface integration into the Customer's existing system landscape is outside the scope of these Terms of Use and requires a separate written agreement between the Parties.

1. Scope

- a. Klar Insights provides services and makes Klar available exclusively on the basis of these Terms of Use and any additional terms and conditions described in the respective order form. These Terms of Use, in the respectively valid form, apply to all current and also future business relationships between Klar Insights and its Customers, i.e. entrepreneurs within the meaning of Art. 14 BGB (German Civil Code) (hereinafter "Customer"). Contracts with consumers within the meaning of Art. 13 BGB are not concluded on the basis of these Terms of Use.
- b. These Terms of Use shall be deemed accepted at the latest upon use of the service. The Customer's general terms and conditions of business or purchase shall not apply, even if Klar Insights does not expressly object to the applicability of such terms and conditions.
- c. Individual agreements made between the parties in individual cases shall in any case take precedence over these Terms of Use.
- d. A separate written agreement is required for additional service by Klar Insights, including without limitation licenses, further support, integration and/or additional services. The parties agree that this Agreement shall apply independently of any such additional agreements and that Klar Insights's service under this Agreement shall not affect any such agreements for additional services and vice versa.

2. Provision of Klar / documentation / service changes

- a. Klar Insights provides the current version of Klar as a SaaS service for use in accordance with the terms of these Terms of Use and in the scope of services available at www.getklar.com on a server infrastructure

provided by Klar Insights or its subcontractors (the "Server") for the subscription period described in the Order Form.

b. The login to Klar takes place via an OAuth verification (e.g. log-in with Google credentials via Google). Klar Insights therefore does not process or store any credentials of the Customer but merely associates the Customer's account with the e-mail address used by the Customer. Unless otherwise agreed, the Application can be accessed via a web frontend.

c. In any case, an Account is required to access and use Klar. Klar Insights will provide the Customer with an Account after the Customer has agreed to these Terms of Use. The Account is not transferable. The Customer is liable for all actions performed under the Customer's Account.

d. Klar Insights shall make the documentation for Klar available to the Customer in electronic form as a knowledge base during the term of the Agreement. Printed documentation is not the subject of the contract and is not owed.

e. Klar Insights may change Klar (including the System Requirements) to adapt to technical or economic market changes and for good cause. Such a reason exists in particular if the change is necessary due to (a) a necessary adjustment to a new legal situation or jurisdiction, (b) changed technical conditions (e.g. new browser versions or technical standards), (c) the protection of system security, or (d) the further development of Klar (e.g. deactivation of old functions that have largely been replaced by new ones). Klar Insights will notify the Customer of any changes that are detrimental to the Customer in a timely manner, generally two weeks prior to the effective date in text form. The Customer shall be deemed to have given its consent to such change if the Customer does not object to the change in text form by the effective date of the change. When announcing the change, Klar Insights will again refer to this legal consequence separately. If the amendment would significantly disturb the contractual balance between the Parties to the detriment of the Customer, the amendment shall not be made.

3. Support

a. Klar Insights will provide reasonable general technical support ("Support"), subject to mandatory statutory warranty provisions (see Section 4), to enable Customer's authorized maintenance contact(s) to report problems and receive assistance in using Klar during Klar Insights's standard support hours (unless otherwise agreed Mon-Fri 09:00 - 18:00 CET, excluding public holidays in Bavaria, Germany). Support can be reached at support@getklar.com.

b. Klar Insights's support obligations do not include:

i. Provide assistance (beyond an initial communication) or consulting time with respect to problems caused by (i) malfunctions or failures of the computer system and/or communications network from which Customer accesses Klar, (ii) software or services, not provided by Klar Insights under the Agreement, (iii) misuse, (iv) improper configuration by Customer and/or third parties, or (v) if applicable, Customer's failure to incorporate updates or corrections, or (vi) any other cause not attributable to Klar Insights;

ii. Provision of training services;

iii. Installations and/or adaptations to systems not covered by the contract;

iv. supporting application program interfaces (APIs) not provided or approved by Klar Insights.

c. If Klar Insights notifies Customer that a problem, error or fault for which Customer has requested Support is not covered, Klar Insights will work with Customer to establish a mutually agreeable work order on a quotation basis pursuant to which Klar Insights will provide such services at Klar Insights's then-current compensation rates.

4. Warranty

a. In the event of a defect (material defect or defect of title), the relevant statutory provisions shall apply unless the following provisions provide otherwise.

i. Only the scope of services specified at www.getklar.com shall be decisive for the quality of the functionality of the software provided by Klar Insights; any quality of Klar beyond this shall not be owed.

ii. Klar Insights is entitled to circumvent defects by means of a workaround solution if the cause of the defect itself can only be eliminated with disproportionate effort and the usability of Klar does not suffer significantly.

iii. The strict liability for initial defects according to Art. 536a BGB is waived.

b. Warranty claims shall lapse if the Customer attempts to rectify the defective items himself or has them rectified by third parties, unless the Customer proves in individual cases that such actions were not partly responsible for the defectiveness.

5. Availability of Klar / service times

a. Klar Insights will provide an average monthly uptime availability for Klar as specified in the applicable Order Form. Unless otherwise agreed, an availability of 99.00% per month is guaranteed, excluding planned downtime during maintenance windows announced by Klar Insights in advance.

b. Klar Insights is only responsible for the proper functioning of Klar Insights's systems to Klar Insights's data center Internet hubs.

c. Delivery dates or other service periods are only binding if they have been expressly agreed in text form. Klar Insights shall only be in default with deliveries/services if a grace period set by the Customer in text form and reasonable under the circumstances, which must be at least two weeks, has expired to no avail. Klar Insights may only invoke the aforementioned circumstances if Klar Insights has immediately informed the Customer of the circumstances and the resulting obstacles to delivery/service. Compliance with the delivery and service obligations shall also be conditional upon the Customer's timely and proper fulfillment of any cooperation obligations necessary for this purpose.

6. Subcontractors

a. Klar Insights is entitled to use suitable subcontractors for the delivery of the services in connection with Klar.

b. In the event that the subcontractor has access to personal data of the Customer, the data protection regulations of these terms of use and their appendices shall apply in this respect.

7. Intellectual property and rights of use

- a. Unless otherwise agreed, Klar Insights grants Customer a non-exclusive, non-transferable, worldwide and non-sublicensable right to use Klar and the Documentation for Customer's internal business operations during the term of the Agreement.
- b. The Customer may not, directly or indirectly:
- i. make Klar available to third parties or unauthorized users;
 - ii. offer, use or otherwise exploit Klar in a managed service offering, a platform-as-a-service (PaaS) offering, a service bureau or other similar product or offering; or otherwise;
 - iii. reverse engineer, decompile, disassemble, or otherwise edit the source code, object code, or any software, documentation, or data related to Klar;
 - iv. modify Klar or create derivative works from it;
 - v. copy Klar;
 - vi. provide direct or indirect access to Klar in a manner that circumvents any use restriction;
 - vii. access Klar to (a) create a competing product or service, (b) create a product that uses similar ideas, features, functions or graphics as Klar, or (c) copy ideas, features, functions or graphics of the Services.
- c. If Klar Insights releases new versions, updates, upgrades, modifications or enhancements to Klar or makes any other changes with respect to Klar during the term of the Agreement, the provisions of this clause, paragraph 7, shall apply to that extent as well.
- d. Except for Individual Customer Data, all content included in Klar, such as documentation, text, graphics, logos, button icons, images, audio and video clips, is the sole intellectual property of Klar Insights or its licensors and is protected by copyright or other intellectual property laws. Klar Insights (and its licensors, if applicable) own all rights, including all related intellectual property rights, in the Application in connection with Klar. All intellectual property rights and all exclusive rights of use and exploitation not expressly granted to Customer are reserved by Klar Insights.
- e. The granting of the aforementioned rights of use during the term of the contract shall only take place as long as the Customer pays the remuneration due.
- f. The statutory minimum rights of the user pursuant to Art. 69d UrhG shall remain unaffected by the above provisions.

8. Customer data

- a. The Customer grants Klar Insights the right to use the data provided by the Customer and the Customer's data read in via interfaces for the purpose of executing the contract for the use of Klar, in particular the right to duplicate this Customer data for this purpose (e.g. for data backup), to modify it and to make it available for the purpose of access.
- b. The Customer shall ensure that
- i. the Customer has all rights to the Customer Data required for the granting of rights under these Terms of Use;

- ii. the Customer only allows data sources to be read out for which he has the necessary rights;
 - iii. the Customer Data does not violate these Terms of Use or applicable law and does not infringe the intellectual property or other rights of any third party.
- c. Klar Insights will process Customer Data and/or Personal Data only in accordance with these Terms of Use, its [Privacy Policy](#) and the relevant statutory data protection provisions, as well as in accordance with the Customer's lawful instructions. To the extent that Klar Insights processes personal data on behalf of the Customer and unless otherwise agreed, Klar Insights shall be a Processor in accordance with the [Data Processing Agreement](#).
- d. The Customer can export secondary data in specially marked areas of Klar at any time during the contract period. The export of raw data is not possible.

9. Grant of Rights and Responsibility for Advertising Materials ("Creatives")

- a. **Purpose of Grant of Rights:** To perform the services stipulated in this agreement - in particular, the analysis and display of the advertising materials ("Creatives") and the customer's associated performance data (KPIs) on the platform provided by Klar Insight - it is technically necessary for Klar Insights to access, reproduce, and display these contents.
- b. **Grant of Usage Rights:** In addition to the rights granted under Section 8(a), the customer hereby grants Klar Insights a non-exclusive, worldwide, royalty-free right, limited to the term of this agreement, to use the advertising materials and content (in particular, images, videos, texts, graphics, sound recordings; hereinafter "Creatives") deployed by the customer on online advertising platforms (including, but not limited to, Meta platforms such as Facebook and Instagram, Google Ads, TikTok, and Pinterest) for the purpose of fulfilling this agreement. This right of use includes, in particular: a) the right of reproduction (Section 16 UrhG - German Copyright Act), i.e., storing the Creatives on Klar Insights' servers; and b) the right of public accessibility (Section 19a UrhG - German Copyright Act), i.e., displaying the Creatives to the customer within their password-protected account on the platform.
- c. **Purpose Limitation:** The grant of usage rights is exclusively for the purpose of displaying the respective customer's own Creatives and the associated KPIs on the platform to that customer. Klar Insights undertakes not to make the customer's Creatives accessible to any third party (especially not to other customers) or to use them for Klar Insights' own advertising purposes or other purposes not agreed upon in this contract.
- d. **Warranty and Indemnification:** The customer warrants and guarantees that they possess all rights necessary for the contractual use of the Creatives (in particular, copyrights, trademark rights, and personality rights) and that the provision and use within the scope of the agreement concluded with Klar Insights do not infringe upon any third-party rights. This supplements the assurances provided in Section 8(b) and Section 11(b). The customer shall indemnify and hold Klar Insights harmless from all third-party claims, including reasonable costs of legal defense, asserted by third parties due to an infringement of their rights by Klar Insights' contractual use of the customer's Creatives.

10. Remuneration and price changes

a. The amount of the remuneration is derived from the information available at <https://www.getklar.com/pricing>. It depends on the average net revenue (minus returns and taxes) of the connected store data sources of the last 12 months (or if 12 months are not yet available, on the respective available period). Net Revenue will be determined by Klar Insights once at the beginning and then every 3 months based on the Connected Data Sources and adjusted, if necessary, at the beginning of the new billing period. Klar Insights may also re-determine Net Revenue within a billing period if Customer adds one or more new Shop Data Sources after the initial calculation that account for more than 20% of the new Net Revenue. The difference will be calculated pro rata in these cases. In addition to the base product, further modules can be booked for a fee. The booking is made via the Stripe portal integrated in the Klar app. Unless otherwise stated in the product selection, billing is always pro-rata. A subscription to the base product is required to use the modules.

For Agreements with a fixed term of twelve (12) months ("Annual Package") or more, the following shall apply additionally: If, during the term, the Customer removes or deactivates one or more Data Sources which, in aggregate, account for more than 20% of the average Net Revenue recorded via Klar during the preceding three (3) months, Klar Insights remains entitled to use such average Net Revenue of the preceding three (3) months as the basis for the price calculation for the remaining duration of the term. In such case, any automatic reduction of the remuneration due to the removal of these Data Sources shall be excluded.

Module: "Klar Attribution"

Analogous to the base product, the Klar attribution module is billed on the basis of the actual net turnover (for calculation, see base product). Only sales from shop data sources on which the Klar Pixel was installed and for which Klar Attribution was active are evaluated in the calculation. In the event that the Klar Pixel does not measure any conversions, a minimum fee of 200 € will be charged.

b. All prices are in Euro plus the statutory value added tax at the applicable rate.

c. The Customer may only set off claims that are undisputed, legally established or ready for decision and may only exercise a right of retention to secure undisputed or legally established claims.

d. Unless otherwise agreed, billing shall be monthly or annually in advance. Payment processing is carried out in cooperation with Stripe Payments Europe, Ltd, c/o A&I Goodbody, Ifsc, North Wall Quay, Dublin 1, Ireland (hereinafter: "Stripe"), subject to the Stripe Terms of Use, viewable at <https://stripe.com/de/terms>, to which Klar Insights assigns its payment claim. Stripe shall collect the invoice amount from the Customer's specified means of payment. In the event of assignment, payment can only be made to Stripe with debt-discharging effect. The payment means will be debited immediately after the conclusion of the contract. The fees for a renewal are based on the applicable rates of Klar Insights and are due on the renewal date and are also collected via Stripe.

e. Default interest shall be calculated on the basis of the statutory interest rate from the start of the default. We reserve the right to claim further damages caused by default.

f. Ten (10) days after written notice to Customer, Klar Insights may suspend further service delivery if Customer fails to pay in full any undisputed amounts owed under this Agreement. While Klar Insights suspends service delivery accordingly, Customer will not have access to Klar and/or the Customer Data and Klar Insights will not be obligated to provide Customer with copies of the Customer Data.

g. Klar Insights is entitled to increase or reduce the prices agreed with the Customer in each case with immediate effect at the end of the booked period. The changed prices will become effective if (a) Klar Insights announces them to the Customer in advance in text form at least four weeks before they become effective and

(b) the Customer does not object to them in text form within four weeks after the announcement. When announcing the price change, Klar Insights will again separately point out this legal consequence. If the Customer objects, the previous prices shall continue to apply; Klar Insights shall, however, have the right to terminate the contract without notice.

11. Cooperation obligations of the Customer

a. The Customer shall fulfill all duties to cooperate that are required of it for the delivery of the contractual relationship. In particular, but not exclusively, the Customer is obliged:

i. to keep the usage and access authorizations assigned to the Customer secret, to protect them from access by third parties and not to pass them on to unauthorized users; this data shall be protected by suitable and effective measures;

ii. to provide Klar Insights with the information necessary to connect the data sources and update them if required;

iii. comply with the system requirements described in the respective documentation;

iv. to comply with the restrictions and obligations relating to the rights of use as set out in Clause 7 and to pursue breaches of these obligations effectively and with the aim of preventing future breaches;

v. to obtain the necessary consent from the data subjects insofar as personal data are collected, processed or used in the context of Klar, unless otherwise permitted by law;

vi. Scan data and information for viruses and other malware before sending to Klar Insights and implement and maintain state of the art anti-virus programs; and

vii. to notify Klar Insights of any defects in the contractual services immediately after becoming aware of them by e-mail.

b. The Customer shall provide Klar Insights with reasonable support in the delivery of the Services. In particular, the Customer shall take reasonable precautions in the event that its own hardware and/or software does not work properly in whole or in part (e.g., by means of proper data backup, fault diagnosis, regular review of the results). In the absence of an express notice (in text form) in an individual case, Klar Insights may always assume that all data with which Klar Insights comes into contact is properly backed up.

c. Unless otherwise agreed, the Customer's obligation to back up data shall include all technical and/or organizational measures to ensure the availability, integrity and consistency of the systems, including the data stored on these systems and used for processing purposes. Proper data protection means that the measures taken, depending on the data sensitivity, enable an immediate or short-term restoration of the state of systems, data, programs or procedures after a recognized impairment of the availability, integrity or consistency due to a damaging event; in this context, the measures shall at least include the production and testing of the reconstruction capability of copies of the software, data and procedures in defined cycles and generations.

d. The Customer acknowledges that the proper and timely fulfillment of the Customer's duties to cooperate is a prerequisite for the proper and timely delivery of the services owed to Klar Insights. Any delivery deadlines shall be extended by the Customer's failure to perform any necessary duties to cooperate. The Customer shall bear all consequences and costs arising from a breach of the duties to cooperate.

12. Data protection

- a. The Contracting Parties undertake to comply with the provisions of data protection law. Klar Insights shall process Customer Data only to the extent required for the fulfillment of the contract.
- b. If the customer processes personal data, they assure that they are authorized to do so in accordance with applicable data protection regulations, for example, through a Customer Consent Solution. The customer will indemnify Klar Insights against any third-party claims arising from a breach of these regulations.
- c. If the customer collects personal data and transmits it to Klar Insights, which is the case when using the Klar Attribution module and when transmitting personal data via the Klar API, this constitutes data processing by a processor in accordance with Art. 28 GDPR. Pursuant to Art. 28 Para. 3 GDPR, a separate [Data Processing Agreement \(DPA\)](#) is hereby concluded between the parties, which forms an integral part of these Terms of Use.

13. Confidentiality

- a. The parties undertake to treat all confidential information of which they become aware as strictly confidential and to use it only for the contractually agreed purposes. For the purposes of this provision, Confidential Information shall mean any information provided by one party ("Discloser") to the other ("Recipient") directly or indirectly in connection with this Agreement, the terms of this Agreement or information relating to the Discloser's business that is reasonably understood to be confidential or proprietary information, whether or not marked (including, but not limited to, trade secrets as defined in Art. 2 No. 1 of the German Trade Secrets Act, GeschGehG). Recipient may disclose Confidential Information to its employees only on a "need-to-know" basis, provided that such employees are bound by written confidentiality obligations no less stringent than those set forth in this Agreement. The parties will not attempt to register any intellectual property rights with respect to the other party's Confidential Information.
- b. The confidentiality obligations described above do not apply to information that:
- i. is already known to the recipient at the time of disclosure,
 - ii. is not or does not become publicly known as a result of a culpable act or failure of the recipient,
 - iii. Is developed independently by the recipient without use of the confidential information of the discloser; or
 - iv. received from a third party who is not subject to a confidentiality obligation and is not thereby in breach thereof.
- c. If Confidential Information as defined above is requested by an Authority, the other Party shall be informed immediately and prior to disclosure of the information to the Authority.
- d. The rights and obligations under (a.) and (b.) shall not be affected by the termination of this Agreement. Both Parties undertake to return or destroy the Confidential Information of the other Party upon termination of this Agreement, at the option of the other Party, to the extent such information still exists. The obligation to return or destroy Confidential Information or copies thereof shall not extend to automatically created backup or archival copies made as part of the normal operations of Recipient's information systems, provided that Recipient no longer makes use of such copies. In addition, Customer shall be entitled to retain Confidential

Information or copies thereof to the extent necessary for documentation purposes and legal retention requirements.

e. The Customer already agrees to be named as the Customer in publications by Klar Insights and the press (e.g. by using the Customer's company logo on the Klar website). Joint case studies will only be published with the Customer's name after approval by the Customer.

14. Liability

a. Customer acknowledges and agrees that its use of Klar, including any results output by Klar, is at its sole discretion and risk. Klar Insights offers no warranty or makes no representation with respect to the results Customer obtains from its use of Klar, or that the results will be complete or error-free. The Results do not constitute advice and Klar is not liable for any decisions Customer makes based on the Results produced by Klar.

b. Klar is not liable for the accuracy of the data transferred to Klar from data sources. Klar does not perform any verification of this data.

c. In all cases of contractual and non-contractual liability, Klar Insights shall only pay damages or reimburse futile expenses:

i. in the event of intent and in the absence of a quality for which Klar Insights has assumed a guarantee, in the full amount;

ii. in case of gross negligence only to the amount of the typical foreseeable damage that should have been prevented by the breached obligation;

iii. in the case of simple negligence only from breach of a material obligation if the purpose of the contract is jeopardized thereby and only to the amount of the typical foreseeable damage that was to be prevented by the breached obligation, but always limited to twice the amount of the respective order value or, in the case of continuing obligations, to twice the value of the annual remuneration;

d. The objection of contributory negligence remains open. The limitations of liability pursuant to Section 10.2 shall not apply in the event of fraudulent intent, liability for personal injury and liability under the Product Liability Act.

e. To the extent that Klar Insights is liable for damages, the claim shall include expenses for the replacement of destroyed or incorrectly recorded data only to the extent that such data can be reconstructed from machine-readable backup copies of the Contractual Partner. This does not apply to the loss of data that would not have been backed up even if data had been backed up at least daily on a regular basis.

f. A limitation period of one year shall apply to all claims for damages or reimbursement of futile expenses in the case of contractual and non-contractual liability - except in cases of unlimited liability. The limitation period shall commence at the point in time specified in Section 199 (1) of the German Civil Code (BGB). It shall occur at the latest upon expiry of the maximum periods specified in Art. 199 (3) and (4) BGB.

15. Term and termination

- a. The Agreement shall enter into force upon confirmation of the order by Klar Insights and shall have a term of one month (Monthly Package) or twelve (12) months (Annual Package). Thereafter, the term of the Agreement shall be automatically extended for an indefinite period and may be terminated by either party with one (1) day's notice to the end of the respective term, unless the Customer opts again for an Annual Package with a fixed term of twelve (12) months.
- b. Unless otherwise agreed, Klar Insights grants the Customer a trial period with a duration of fourteen (14) days. No remuneration is due during the trial period. Customer may terminate the Agreement at any time during the Trial Period. Klar Insights will notify the Customer in good time of the expiry of the trial period.
- c. The right of both parties to extraordinary termination for good cause shall remain unaffected.
- d. To terminate the contract, you'll need to send a written notice to support@getklar.com.

16. Force majeure

- a. Neither party shall be obligated to perform any term or condition of this Agreement so long as such service delivery is delayed or prevented by force majeure, such as. wars, acts of terrorism or threats thereof, governmental laws, orders, requirements or actions, hostile or inimical acts of government, strikes, epidemics or pandemics, lockouts, labor or employment disputes, civil disturbances, fires, floods, accidents or failures of network connections, electrical power or telecommunications services, provided they are beyond the reasonable control of either party and are not due to the fault or negligence of the respective party.
- b. If any of these conditions results in either party's failure to perform any obligation set forth in this Agreement, such failure shall not be deemed a breach of this Agreement or a default, and the applicable time periods for service delivery shall be extended, but only to the extent and for the period that such condition exists.

17. Final provisions

- a. Art. 312i (1) sentence 1 nos. 1 to 3 and sentence 2 of the German Civil Code (BGB), which provides for certain obligations of the entrepreneur in the case of contracts in electronic commerce, is waived.
- b. Without Klar Insights's prior written consent, but subject to the provisions of the Commercial Code Art. 354a HGB), the Customer may not assign or transfer the Agreement or its rights and obligations to a third party.
- c. All contractual, tortious or other claims shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the corresponding national conflict-of-law rules.
- d. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be Munich, Germany.
- e. Should any provision of the contract be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the parties shall be obliged to cooperate in the creation of provisions that come as close as possible to the legally effective result of the invalid provision in economic terms.
- f. Klar Insights reserves the right to change the Klar Terms of Use with reasonable notice. The Customer will be notified of changes by email or at log-in. These shall be deemed to be agreed if the Customer confirms the

Terms of Use and continues to use Klar. Klar Insights will also draw the Customer's attention to this again in the notification. All attachments are part of these Terms of Use.

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