

General Terms and Conditions (GTC)

Nixi AI GmbH

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This is an English translation of the German „Allgemeine Geschäftsbedingungen (AGB)“. Only the German version is legally binding; in case of any discrepancy, the German version prevails.

Contents

§ 1 Scope · § 2 Definitions · § 3 Conclusion of the Contract and User Account · § 4 Description of the Service · § 5 Availability and System Requirements · § 6 Obligations of the Customer · § 7 Data Protection · § 8 Plans, Trial Period and Prices · § 9 Payment, Invoices and Late Payment · § 10 Term and Termination · § 11 Liability · § 12 Intellectual Property and Rights of Use · § 13 Confidentiality · § 14 Force Majeure · § 15 Amendments to these GTC · § 16 Final Provisions · § 17 Contact

§ 1 Scope

(1) These General Terms and Conditions (GTC) apply to all contracts between Nixi AI GmbH, Adolfsallee 14, 65185 Wiesbaden (hereinafter “Nixi AI”), and its Customers concerning the use of the application at app.nixiai.ai (hereinafter the “Service”).

(2) The Service is directed **exclusively at entrepreneurs (Unternehmer) within the meaning of § 14 BGB (German Civil Code)**, in particular at physicians, medical practices, medical care centres (Medizinische Versorgungszentren, MVZ) and clinics (hereinafter the “Customer”). Consumers within the meaning of § 13 BGB cannot conclude a contract with Nixi AI. By registering, the Customer confirms that it uses the Service in the exercise of its commercial or independent professional activity.

(3) General terms and conditions of the Customer do not become part of the Contract, even if Nixi AI does not expressly object to them.

(4) Individual agreements with the Customer, such as an offer or order form for an Enterprise plan, take precedence over these GTC.

§ 2 Definitions

- **“Contract”**: these GTC, the Data Processing Agreement (DPA) and any individual agreements pursuant to § 1(4).
- **“User”**: the physicians and staff members whom the Customer enables to use the Service.
- **“Patient Data”**: personal data of patients that is processed when the Service is used, e.g. audio recordings, transcripts, notes, letters and patient details.
- **“Outputs”**: all content generated by the Service, in particular transcripts, draft documentation, translations, ICD-10-GM coding suggestions and EBM billing suggestions.
- **“Beta Features”**: features marked as “Beta” in the Service (currently the EBM billing suggestions).
- **“Session”**: a unit of documentation created in the Service, e.g. a consultation or a dictation, together with the associated data.
- **“Billing Period”**: the selected monthly or annual period for which the fee is charged in each case.

§ 3 Conclusion of the Contract and User Account

(1) The presentation of the Service on www.nixiai.ai does not constitute a binding offer. The Contract is concluded when the Customer registers in the Service and, in doing so, accepts these GTC and the DPA. A paid subscription is concluded when the Customer selects a plan and completes the ordering process.

(2) When registering, the Customer provides truthful information and keeps it up to date.

(3) The contract language is German. If these GTC are also available in another language, the German version is authoritative.

§ 4 Description of the Service

(1) **Intended purpose.** The Service is a software application that supports physicians and medical professionals in preparing the medical documentation of physician–patient consultations. It captures the audio of a consultation, transcribes it and processes the transcript into structured draft documentation using templates selected by the physician.

(2) **Features.** The Service comprises in particular:

1. recording and transcription of consultations and dictations;
2. AI drafts: clinical notes and, on request, patient letters, referrals, discharge reports and translations;
3. ICD-10-GM coding suggestions for the diagnoses documented by the physician, to support documentation and the preparation of billing;
4. EBM billing suggestions (Beta), where included in the booked plan;
5. transfer to the practice management system (PVS): the physician transfers the documentation to the PVS by means of a button. Optionally, the physician can activate automatic GDT transfer; it is deactivated by default.

The features included in a plan are set out in the plan overview at www.nixiai.ai/pricing. Individual features, such as the PVS integration, may be offered as a paid add-on service.

(3) **All Outputs are drafts.** Before any use, they must be reviewed, corrected where necessary and approved by the responsible physician.

(4) **Limits of the Service.** The Service is not intended for the diagnosis, treatment, prevention, monitoring, prediction or prognosis of diseases, injuries or disabilities. It is not intended to provide information that serves as the basis for diagnostic or therapeutic decisions. It replaces neither the professional judgement nor the documentation obligation of the physician. The Service is not intended for emergencies or for the time-critical transmission of findings.

(5) **The Service is not an archive.** The Service does not replace the patient record. Session data is automatically deleted after the configured retention period of 1–90 days (default: 30 days; individual period in Pro and Enterprise plans). The Customer transfers the reviewed documentation to its PVS or patient record in good time before this period expires.

(6) **Service providers and further development.** To provide the Service, Nixi AI uses sub-processors, which are listed in the “List of Sub-processors”. Nixi AI may further develop and technically adapt the Service, provided that the essential features of the booked plan described in para. 2 are retained and the change is reasonable for the Customer.

§ 5 Availability and System Requirements

(1) Nixi AI aims for a monthly availability of the Service (app.nixiai.ai) of **99.9%**. Availability is measured as the proportion of minutes in a calendar month during which the core functions of the Service – login, access to notes and the overview (dashboard) – are operational. The current system status is available at status.nixiai.ai.

(2) The following are disregarded when calculating availability:

1. scheduled maintenance announced at least 48 hours in advance by email or in the Service;
2. temporary unavailability or increased response times of the underlying AI processing services of third-party providers (e.g. transcription, generation of drafts); documentation already created remains accessible during this time;
3. force majeure events pursuant to § 14, including failures of internet infrastructure outside Nixi AI's sphere of influence and denial-of-service attacks;
4. disruptions attributable to the Customer's equipment, software or network connection or to use in breach of the Contract;
5. **Beta Features**; no availability commitment applies to them.

(3) If Nixi AI falls short of the availability target in a calendar month, Customers on a paid plan may claim a credit of 5% of the monthly fee for each full 0.1 percentage points below the target, up to a maximum of 30% of the monthly fee. The request must be sent to hello@nixiai.ai within 30 days after the end of the month concerned.

(4) To use the Service, the Customer requires:

- an up-to-date web browser with full WebSocket support (e.g. Chrome, Firefox, Safari or Edge);
- a working microphone;
- a stable internet connection (at least 2 Mbit/s download and 1 Mbit/s upload).

§ 6 Obligations of the Customer

(1) **Legal basis and patient information.** The Customer ensures that there is a legal basis for the processing of Patient Data with the Service and that patients are informed about the processing in accordance with data protection requirements.

(2) **Consent to recording.** The Customer records conversations only if the patient has consented to the recording, and obtains consent before the first recording. For this purpose, Nixi AI provides the "Patient Consent Template". If a patient does not consent, or if consent is withdrawn, the conversation is not recorded with the Service.

(3) **Review of Outputs.** The Customer ensures that all Outputs are reviewed by a physician before any use in accordance with § 4(3).

(4) **Transfer and retention.** The Customer selects a retention period that suits its workflows and transfers the documentation to its PVS or patient record in good time in accordance with § 4(5).

(5) **AI literacy.** Before first use, the Customer familiarises all Users with how the Service works and its limits, as well as with the obligation to review the Outputs (Art. 4 EU AI Act).

(6) **Access credentials and account security.** The Customer keeps access credentials secret, does not share user accounts with other persons and protects the devices used against unauthorised access. It informs Nixi AI without undue delay if it suspects unauthorised access or misuse. After 5 consecutive failed login attempts, the account is locked for 60 minutes to protect against unauthorised access. The Customer is responsible for actions taken under its access credentials to the extent that it is

accountable for such use.

(7) **Acceptable use policy.** The Service may only be used for lawful medical documentation. In particular, the following are prohibited:

- recording non-medical conversations or any other use for unrelated purposes;
- reverse engineering, decompilation or attempts to derive algorithms or models of the Service;
- resale, sublicensing or any other commercial provision of the Service to third parties that has not been agreed;
- introducing malicious code, overload attacks or any other disruption of the Service;
- violations of applicable law, in particular data protection law, professional law or criminal law.

(8) The Customer ensures that all Users comply with these obligations.

§ 7 Data Protection

(1) **Patient Data.** With regard to Patient Data, the Customer is the controller and Nixi AI is the processor within the meaning of Art. 28 GDPR. Details are governed by the “Data Processing Agreement (DPA)” with the annexes “Technical and Organisational Measures (TOMs)” and “List of Sub-processors”. The DPA forms part of the Contract; it is concluded electronically upon registration.

(2) **Account and contract data.** Nixi AI is the controller for the data of the Customer and of the Users that Nixi AI processes for the user account, the Contract and billing. Information on this is provided in the “Privacy Policy for the Service”.

(3) **Processing locations.** The Service is operated in data centres in the EU (Germany, France, Sweden, Netherlands) and in Switzerland. An adequacy decision of the European Commission exists for Switzerland (Art. 45 GDPR).

(4) **Audio recordings.** Audio recordings are stored temporarily in encrypted form. On Nixi AI’s servers (Google Cloud, Frankfurt) they are automatically deleted after 72 hours, and the encrypted backup copy in the browser after 4 hours at the latest.

(5) **Retention and deletion.** Session data is automatically deleted after the configured retention period of 1–90 days (default: 30 days; individual period in Pro and Enterprise plans). A deleted user account is permanently deleted after 30 days. Backups are made daily, retained for 30 days and stored in the EU. Deletion upon termination of the Contract is governed by § 10(6).

(6) **Anonymised data.** Nixi AI may anonymise data and use exclusively anonymised data to improve the Service. Personal data is not used for this purpose.

§ 8 Plans, Trial Period and Prices

(1) **Plans.** The Service is offered in several plans with monthly or annual billing. Current plans, prices, features and add-on services are published at www.nixiai.ai/pricing.

(2) **Free trial period.** Nixi AI offers a free trial period as described on the pricing page. No payment method is required during the trial period. If the Customer wishes to continue using the Service thereafter, it provides a payment method; the paid subscription begins when the trial period expires. If no payment method has been provided when the trial period expires, access ends automatically. Each Customer may use the trial period only once and may end it at any time before it expires in the account settings.

(3) **Upgrades and downgrades.** The Customer may switch to a higher plan at any time. An upgrade takes effect immediately; the difference is charged pro rata for the remainder of the current Billing Period. A downgrade takes effect at the end of the current Billing Period; any amounts overpaid are

credited against the next Billing Period.

(4) **Promotional codes.** Nixi AI may issue promotional codes. The conditions stated when they are issued apply. Promotional codes are non-transferable and, unless otherwise stated, can be redeemed once per Customer.

(5) **Price changes.** Nixi AI may change the prices subject to a notice period of 30 days; the change is announced in text form (e.g. email). The new prices apply from the first Billing Period beginning after this notice period has expired. Until the price change takes effect, the Customer may terminate the subscription with effect from that date; Nixi AI points this out in the announcement.

(6) **Refunds.** Fees for a current Billing Period are not refunded, not even pro rata, in the event of ordinary termination or non-use. If the Contract ends prematurely for a reason for which Nixi AI is responsible, or as a result of termination pursuant to § 15(3) or § 16(2), Nixi AI refunds pro rata any fees paid in advance for the period after the end of the Contract. Credits pursuant to § 5(3) remain unaffected.

§ 9 Payment, Invoices and Late Payment

(1) **Payment processing.** Payments are processed via the payment service provider Stripe (Stripe Payments Europe, Limited, Ireland). Nixi AI accepts credit card and SEPA direct debit. Billing is in euros, in each case at the beginning of the Billing Period. The Customer authorises Nixi AI to collect the recurring fees via Stripe for the duration of the subscription. Nixi AI does not store complete card data. The Customer can manage the payment method and invoices in the customer portal.

(2) **Invoices and VAT.** Nixi AI issues invoices electronically in accordance with § 14 UStG (German VAT Act); the Customer consents to electronic transmission. All prices are exclusive of statutory VAT. For Customers established in another EU Member State that provide a valid VAT identification number, billing is made without German VAT; the tax is then owed by the Customer (reverse charge procedure).

(3) **Late payment.** If a payment collection fails, it is automatically retried several times. If all attempts remain unsuccessful, Nixi AI may block access to the Service after Nixi AI has announced the block in text form (e.g. email) with a notice period of 7 days. The block is lifted as soon as the outstanding amounts have been paid. The payment obligation continues during the block. Statutory default interest applies (§ 288 BGB); further statutory claims remain unaffected.

§ 10 Term and Termination

(1) **Term.** The Contract begins upon registration. A paid subscription runs for the selected Billing Period and is automatically renewed for a further Billing Period of the same length in each case unless it is terminated with effect from the end of the current Billing Period.

(2) **Termination by the Customer.** The Customer may terminate the subscription at any time in the account settings in the Service or by email to hello@nixiai.ai. Termination takes effect at the end of the current Billing Period; access continues until then. A terminated subscription can be resumed at the price applicable at that time.

(3) **Termination for good cause.** The right of both parties to extraordinary termination for good cause remains unaffected. Good cause for Nixi AI exists in particular if the Customer

1. seriously, or repeatedly despite a warning in text form (e.g. email), breaches the acceptable use policy (§ 6(7)),
2. is in default with due, undisputed fees for more than 30 days after invoicing, or
3. breaches any other material contractual obligation and does not remedy the breach within 30 days after a warning in text form (e.g. email).

(4) **Further termination rights.** Termination rights under the DPA (e.g. in the event of an unresolved objection to a new sub-processor) and under § 8(5), § 15(3) and § 16(2) remain unaffected. Notices of termination must be given in text form (e.g. email); termination in the Service is sufficient.

(5) **Access.** Access to the Service ends when the Contract ends.

(6) **Data upon termination of the Contract.** Nixi AI deletes all Customer data within 30 days after the end of the Contract, unless there is a statutory retention obligation (e.g. for invoices: 10 years pursuant to § 147 AO (German Fiscal Code), § 14b UStG). A data export is possible until deletion; if the export can no longer be accessed directly in the Service, Nixi AI provides it upon request to hello@nixiai.ai. Backups are automatically deleted after their retention period of 30 days.

(7) **Survival.** §§ 7, 11, 12, 13 and 16 continue to apply after the end of the Contract insofar as their purpose so requires.

§ 11 Liability

(1) Important information on AI Outputs

- **All Outputs are drafts.** They may be incomplete or incorrect.

- **The Customer reviews every Output before any use** – in particular before it is entered into the patient record, passed on to patients or third parties, or used for billing.

- **Nixi AI is not liable for damage resulting from drafts being used without review.** This is subject to para. 2.

- **Beta Features** (currently the EBM billing suggestions) are provided **without warranty and without an availability commitment.** Para. 2 remains unaffected.

(2) **Standard of liability.** Nixi AI is liable without limitation

1. in the event of intent and gross negligence,
2. for injury to life, body or health,
3. where a guarantee has been assumed and for fraudulently concealed defects, and
4. under the Product Liability Act (Produkthaftungsgesetz).

In the event of slight negligence, Nixi AI is liable only if a material contractual obligation (cardinal obligation) is breached. Material contractual obligations are obligations whose fulfilment makes the proper performance of the Contract possible in the first place and on whose fulfilment the Customer regularly relies and may rely – such as the provision of the core functions of the Service and the protection of Patient Data in accordance with the DPA. In this case, liability is limited to the typical, foreseeable damage. Otherwise, Nixi AI's liability is excluded.

(3) **Extension.** The limitations of liability under paras. 1 and 2 also apply to the personal liability of Nixi AI's corporate bodies, employees and vicarious agents. This does not entail any change to the burden of proof to the detriment of the Customer.

(4) **Initial defects and data loss.** No-fault liability for defects already existing at the time the Contract is concluded (§ 536a(1) BGB) is excluded. In the event of data loss, Nixi AI is liable within the scope of paras. 1 and 2 only for the effort that would have been required for restoration had the documentation been transferred to the PVS in good time (§ 4(5)).

(5) **GDPR.** Liability under Art. 82 GDPR remains unaffected.

§ 12 Intellectual Property and Rights of Use

(1) All rights in the Service, in particular in the software, algorithms, models, documentation and user interface, belong to Nixi AI or its licensors. For the term of the Contract, Nixi AI grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the Service, to the extent of the booked plan, through its Users for its own purposes.

(2) As between the parties, Patient Data and the Outputs generated for the Customer belong to the Customer. The Customer grants Nixi AI the non-exclusive right to use them exclusively for the provision of the Service during the term of the Contract and in accordance with the DPA. § 7(6) remains unaffected.

(3) Nixi AI may use suggestions and feedback from the Customer regarding the Service without remuneration; for this purpose, the Customer grants Nixi AI a non-exclusive, perpetual and irrevocable right of use. Patient Data does not constitute feedback in this sense.

§ 13 Confidentiality

(1) Both parties treat as confidential any confidential information they receive from the other party in the course of the business relationship. They disclose such information to third parties only with prior consent in text form (e.g. email), unless this is required by law, by a public authority or by a court, or is permitted under the DPA (e.g. disclosure to sub-processors).

(2) When processing Patient Data, Nixi AI participates in the professional activities of the Customer (§ 203(3) sentence 2 StGB (German Criminal Code)). Nixi AI has obliged its employees to maintain confidentiality in accordance with § 203 StGB and also obliges sub-processors to maintain confidentiality. Details are governed by the DPA.

(3) The obligations under this section continue to apply after the end of the Contract.

§ 14 Force Majeure

Neither party is liable for failure to perform its obligations to the extent that such failure is due to force majeure events beyond its reasonable control, such as natural disasters, war, terrorism, pandemics, severe weather or official measures. The affected party informs the other party without undue delay, and at the latest within 15 days, and makes reasonable efforts to limit the effects.

§ 15 Amendments to these GTC

(1) Nixi AI may amend these GTC with effect for the future if there is an objective reason for doing so, such as a change in the legal situation or the further development of the Service.

(2) Nixi AI announces amendments **at least 30 days before they take effect, in text form** (e.g. email), stating the date on which they take effect.

(3) The Customer may object to the amendments in text form (e.g. email) until they take effect. If the Customer does not object, the amendments are deemed accepted; Nixi AI specifically draws attention to the objection period and this consequence in the announcement. If the Customer objects, the previous terms continue to apply; in this case, both parties may terminate the Contract with effect from the date on which the amendments take effect.

(4) Amendments that materially shift the balance between performance and consideration to the detriment of the Customer are not made under this procedure. Price changes are governed by § 8(5), and changes to sub-processors by the DPA.

§ 16 Final Provisions

(1) **Notices.** Notices under this Contract are given in text form (e.g. email) or via the Service – to the Customer via the email address stored in the user account, and to Nixi AI via the contact details in § 17.

(2) **Transfer.** The Customer may transfer rights and obligations under the Contract only with Nixi AI's consent in text form (e.g. email); § 354a HGB (German Commercial Code) remains unaffected. Nixi AI may transfer the Contract to a successor company or to an acquirer of its business operations that assumes all obligations under the Contract. Nixi AI announces the transfer at least 30 days in advance in text form (e.g. email); the Customer may terminate the Contract with effect from the date of the transfer.

(3) **Entire agreement.** The Contract sets out the complete agreement between the parties. There are no oral collateral agreements. § 1(4) remains unaffected.

(4) **No waiver.** If a party does not assert a right, or does not assert it immediately, this does not constitute a waiver of that right.

(5) **Severability.** If a provision of this Contract is invalid, the remainder of the Contract remains valid. The invalid provision is replaced by the statutory provisions (§ 306(2) BGB).

(6) **Applicable law.** The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(7) **Place of jurisdiction.** If the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the Contract is Wiesbaden. The parties will endeavour to settle disputes amicably in the first instance.

§ 17 Contact

Nixi AI GmbH

Adolfsallee 14, 65185 Wiesbaden

HRB 36529, Amtsgericht Wiesbaden (Local Court of Wiesbaden) · Managing Director: Mahsa Yarahmadi · VAT ID DE461213336

Email: hello@nixiai.ai · Data protection: privacy@nixiai.ai

www.nixiai.ai · Application: app.nixiai.ai · Status page: status.nixiai.ai

The “Data Processing Agreement (DPA)”, the “Technical and Organisational Measures (TOMs)”, the “List of Sub-processors”, the “Privacy Policy for the Service”, the “Patient Consent Template” and the “DPIA Guidance” can be accessed in the Service under Settings > Privacy („Einstellungen > Datenschutz“) and are available on request to privacy@nixiai.ai; the DPA, the List of Sub-processors, the Privacy Policy and the Patient Consent Template are also available at www.nixiai.ai/legal.