ALTORIS SOLUTIONS · TERMS OF BUSINESS



How we work together. In plain English.

These Terms of Business apply to all services Altoris Solutions provides to business clients. They are part of every offer, order, agreement and invoice that refers to them, and they are written in plain English so that both sides know where they stand.

PROVIDER	VERSION	IN FORCE FROM	ONLINE
Altoris Solutions, Vanshaj Bindlish	1.0	16 November 2026	altorissolutions.com/terms

FOR	LAW	OUTSIDE THE EU	CONTACT
Business clients only	German law	DIS arbitration	vanshaj@altorissolutions.com

SECTIONS 1 TO 23

The terms behind every Order.

01 Scope and how these Terms apply

1.1 These Terms govern every contract between Altoris Solutions, Vanshaj Bindlish (sole proprietor), Eschenstraße 15, 48465 Schüttorf, Germany (**"Altoris"**, "we") and the business that orders services from Altoris (the **"Client"**, "you"), in particular websites, online stores, software, automation, AI systems, advertising, consulting, content and related services (the **"Services"**).

1.2 Each project is described in an offer, order form, proposal or project agreement (an **"Order"**). An Order states the Services, deliverables, fees and timeline. It becomes binding when the Client accepts it in text form (for example by signature, email or messenger), or by paying the advance or invoice for it.

1.3 These Terms form part of every Order that refers to them, and of every later Order with the same Client. The version in force when the Order is concluded applies. Earlier versions stay available from Altoris on request.

1.4 If documents conflict, this order applies: (1) the Order or project agreement, (2) Annex B where it applies, (3) Annex A, (4) these Terms.

1.5 The Client's own terms and conditions do not apply, even if the Client refers to them or Altoris does not object to them, unless Altoris expressly agrees to them in text form.

02 Business clients only

2.1 Altoris provides Services to businesses only. By placing an Order, the Client confirms that it acts in the course of its trade, business or profession and not as a consumer (in Germany: as an entrepreneur under section 14 of the German Civil Code, BGB).

2.2 The person placing or signing an Order confirms that they are authorised to bind the Client.

03 Services and changes

3.1 Altoris provides the Services with the care of a diligent professional and according to the state of the art at the time of performance. Altoris decides how, when and where the Services are performed. Nothing in an Order creates an employment relationship.

3.2 Anything not described in the Order is outside its scope. Additional or changed work (a **"Change Request"**) is agreed in text form and billed at the rates in the Order or, if none are stated, at Altoris's current hourly rate. Change Requests may move agreed dates.

3.3 Dates in an Order are estimates unless the Order expressly calls a date a binding deadline.

3.4 Each Order states whether it is a **work result** (for example a website, store, automation or software: Altoris owes the agreed result and acceptance under section 6 applies) or a **service** (for example consulting, ads management, care plans and retainers: Altoris owes the agreed work, not a particular outcome). If the Order does not say, projects with defined deliverables are work results and recurring or time-based engagements are services.

04 What the Client provides

4.1 The Client supports the project in good time and at no cost to Altoris, in particular by:

(a) providing complete and correct content, information, logins, access and approvals by the dates agreed;

(b) naming one contact person who can take decisions;

(c) giving feedback on drafts within 5 business days unless the Order says otherwise;

(d) keeping its own passwords, accounts and devices secure;

(e) keeping regular backups of its own data and systems, unless Altoris has expressly taken over backups in an Order.

4.2 If the Client does not meet these duties, agreed dates move by the length of the delay plus a reasonable restart period, and Altoris may bill the extra work or waiting time this causes.

05 Third-party services

5.1 The Services may use or connect to products and services of other companies, such as hosting and domain providers, website and store platforms (for example Shopify, Vercel, Netlify), payment providers, couriers, email and CRM tools, advertising platforms, AI models and other software (**"Third-Party Services"**).

5.2 Third-Party Services are provided by their providers under their own terms. Altoris does not control them and is not responsible for their availability, outages, security incidents, changes in features, rules or prices, account suspensions, or the results they produce. Where possible, accounts for Third-Party Services are opened in the Client's name and paid by the Client directly.

5.3 If a Third-Party Service changes or is discontinued and this requires work on the deliverables, that work is a Change Request.

06 Acceptance of work results

6.1 For work results, Altoris tells the Client when the deliverable is ready. The Client tests it and either accepts it in text form within 10 business days or reports material defects in text form within that period, described so that they can be reproduced.

6.2 The deliverable counts as accepted if the Client does not report a material defect within that period, or as soon as the Client uses it live, for example by publishing a website, opening a store to customers or running an automation. Minor defects do not entitle the Client to refuse acceptance; they are fixed under section 13.

07 Fees and payment

7.1 Fees are set in the Order. Fees are net amounts; where value added tax or other taxes apply, they are added at the statutory rate. While Altoris is a small business under section 19 (1) of the German VAT Act (UStG), no German VAT is charged. For Clients outside Germany, the place-of-supply and reverse-charge rules apply and the invoice says so.

7.2 Unless the Order says otherwise, 50 % of the fee for a work result is due when the Order is accepted and the balance on acceptance or before go-live, whichever comes first. Recurring fees are invoiced monthly in advance. Invoices are due within 14 days without deduction.

7.3 Running costs of Third-Party Services (for example hosting, domains, platform plans, apps, licences, AI usage, stock media, couriers, payment fees, advertising budgets) are paid by the Client directly or reimbursed to Altoris at cost, unless the Order includes them.

7.4 If the Client pays late, statutory default interest applies (for business clients in Germany: 9 percentage points above the base rate plus a flat fee of EUR 40, section 288 BGB). After a reminder with a deadline of at least 7 days, Altoris may pause work and temporarily suspend services it operates for the Client until payment is made. Agreed dates move accordingly.

7.5 The Client may only set off claims that are undisputed or confirmed by a final court decision.

08 Client content and instructions

8.1 The Client is solely responsible for all texts, images, logos, videos, data, product information, prices and claims it supplies or approves (**"Client Materials"**), and for everything published on its websites, stores, ads and channels.

8.2 The Client warrants that it holds all rights needed to use the Client Materials, and that the Client Materials, its products and its published content comply with applicable law, including copyright, trademark, competition, advertising, product, consumer protection and data protection law, and mandatory legal pages (for example imprint, privacy policy, cookie consent, terms of sale, return and shipping policies).

8.3 Altoris does not provide legal, tax or regulatory advice. Legal page templates, policy texts or drafts that Altoris provides are starting points; the Client has them checked by a qualified adviser before use.

09 AI tools and results

9.1 Altoris may use artificial intelligence tools to perform the Services. AI-generated text, images, code, analyses and automated actions can be inaccurate, incomplete or similar to existing works.

9.2 The Client reviews AI-generated output and the results of automations before publishing them, sending them to its customers or relying on them for decisions, and remains responsible for those decisions.

9.3 Altoris does not guarantee business results such as rankings in search engines or AI assistants, numbers of leads, sales, revenue, followers or ad performance, unless an Order expressly states a result as a guarantee.

10 Security

10.1 Altoris applies reasonable technical and organisational security measures that are current at the time of delivery. No system connected to the internet can be made completely secure.

10.2 After handover, the security of the deliverables depends on updates and maintenance, which Altoris owes only under a care or maintenance Order (section 14).

11 Indemnity

11.1 The Client indemnifies Altoris and holds Altoris harmless against all claims by third parties, including reasonable costs of legal defence, arising from:

(a) Client Materials, or instructions given by the Client;

(b) the use, modification or combination of the deliverables by the Client or persons it engages beyond the agreed scope, or after handover without Altoris;

(c) the Client's breach of applicable law or of section 8.2; or

(d) the Client's products, services and dealings with its own customers.

11.2 Altoris informs the Client of any such claim without undue delay, does not acknowledge it without the Client's consent, and lets the Client conduct the defence where the law allows.

11.3 The indemnity does not apply to the extent Altoris caused the claim intentionally or by gross negligence.

12 Limitation of liability

12.1 Altoris is liable without limitation for damage caused intentionally or by gross negligence, for injury to life, body or health, under the German Product Liability Act (Produkthaftungsgesetz) or other mandatory law, for fraudulently concealed defects, and under any guarantee Altoris has expressly given in text form.

12.2 For simple negligence, Altoris is liable only for the breach of an essential contractual obligation, meaning an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the Client regularly relies. In that case, liability is limited to the damage that is typical for this type of contract and foreseeable when the Order was concluded, and in any case to the total fees paid and payable under the Order concerned (for recurring services: the fees of the 12 months before the damaging event) or, if higher, the amount covered by Altoris's liability insurance for the event in question.

12.3 Apart from sections 12.1 and 12.2, liability for simple negligence is excluded. This applies in particular to lost profits, lost revenue, lost savings, business interruption, and indirect and consequential damage.

12.4 Altoris is not liable for damage caused by third parties outside its control, including the providers of Third-Party Services, persons who gain unauthorised access to systems despite reasonable security measures, and the Client or persons the Client engages, unless Altoris caused or contributed to the damage in a way described in section 12.1.

12.5 Liability for loss of data is limited to the effort needed to restore it from backups the Client was responsible for making under section 4.1 (e).

12.6 These limitations also apply in favour of Altoris's employees, freelancers, subcontractors and other agents.

13 Defects and time limits

13.1 The Client reports defects in text form without undue delay after discovering them, with a description that allows them to be reproduced.

13.2 Altoris first has the right to fix the defect, at its choice by repair or replacement, within a reasonable period. If this fails twice, the Client's statutory rights apply, subject to section 12.

13.3 There is no defect where a problem is caused by Client Materials, changes made by the Client or third parties, Third-Party Services, use outside the agreed environment, or missing updates that Altoris was not engaged to provide.

13.4 Claims for defects and damages against Altoris become time-barred 12 months after acceptance or, for services without acceptance, 12 months after the claim arises. This does not apply to the cases in section 12.1, which follow the statutory periods.

14 Care, maintenance and updates

14.1 After acceptance or handover, Altoris owes updates, security patches, monitoring, backups, hosting management, changes and support only to the extent agreed in a care or maintenance Order or in the Order itself.

14.2 Without such an Order, the Client is responsible for keeping the deliverables, their software components and the Third-Party Services they rely on up to date and secure.

15 Ownership and rights of use

15.1 Once the fees of the Order concerned are paid in full, Altoris grants the Client a non-exclusive, perpetual, worldwide right, transferable to its affiliated companies, to use, reproduce, change and publish the deliverables for its business. Where the Order says so, the right is exclusive. Until full payment, the Client may use the deliverables only to review and test them; if payment is late, Altoris may withdraw even that use.

15.2 Altoris keeps all rights in its pre-existing and generally usable know-how, methods, tools, templates, code libraries, prompts, workflows and components (**"Altoris Tools"**), including improvements made during a project. Where Altoris Tools are part of a deliverable, the Client may use them as part of that deliverable under section 15.1.

15.3 Open-source software and Third-Party Services in the deliverables remain subject to their own licence terms, which take precedence for those components.

15.4 Source files and raw data are handed over only if the Order says so. Accounts opened in the Client's name (for example its store, domain or hosting) belong to the Client from the start.

16 Confidentiality

16.1 Each side keeps confidential all non-public information of the other side that is marked confidential or is obviously confidential, uses it only for the Order, and protects it with at least reasonable care. Employees and subcontractors are bound accordingly.

16.2 This does not apply to information that is or becomes public without a breach, was already known to the receiving side, is received lawfully from a third party, or must be disclosed by law, an authority or a court (in which case the other side is told where permitted).

16.3 These duties continue for 3 years after the last Order ends and, for trade secrets, as long as they remain trade secrets.

17 Data protection

17.1 Each side complies with the data protection law that applies to it, including the EU General Data Protection Regulation (GDPR) and, where applicable, India's Digital Personal Data Protection Act, 2023.

17.2 Where Altoris processes personal data on behalf of the Client, the Data Processing Terms in Annex A apply and form part of the Order. The Client remains the controller and is responsible for the lawfulness of the processing, including informing data subjects and obtaining any consent.

18 References

18.1 Altoris may name the Client as a customer and show the published deliverables, with the Client's name and logo, on its website, social media, portfolio and pitches. The Client may object at any time in text form for the future. Confidential information is never shown.

19 Subcontractors

19.1 Altoris may use qualified subcontractors and freelancers and remains responsible to the Client for their work as for its own, within the limits of section 12. For personal data, Annex A applies.

20 Term and termination

20.1 Orders for work results end on completion. Orders for recurring services run for the minimum term in the Order and then renew monthly unless either side ends them with 30 days' notice to the end of a month, unless the Order says otherwise.

20.2 Either side may terminate an Order for good cause without notice, in particular if the other side seriously breaches its duties and does not remedy the breach within 14 days of a written warning, or is insolvent. An invoice unpaid for more than 30 days after a reminder is good cause for Altoris.

20.3 If an Order ends early for a reason Altoris is not responsible for, the Client pays for all work done and costs incurred up to the end date. If the Client ends a work result early under section 648 BGB, Altoris keeps its statutory claim to the agreed fee minus saved expenses. Advances are refunded only to the extent work was not performed for a reason Altoris is responsible for, unless the Order says otherwise.

20.4 On termination, Altoris hands over the deliverables that have been paid for and returns or deletes Client data under Annex A. Sections 8, 11, 12, 13.4, 15, 16, 21 and 22 continue to apply.

21 Events outside our control

21.1 Neither side is liable for delay or failure caused by events outside its reasonable control, such as natural disasters, war, epidemics, strikes, government action, large-scale internet or power outages, failures of Third-Party Services, or serious illness. Dates move by the length of the event plus a reasonable restart period. If the event lasts more than 60 days, either side may end the affected Order; work done until then is paid.

22 Governing law and disputes

22.1 These Terms and all Orders are governed by the laws of the Federal Republic of Germany, unless the Order states another law. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

22.2 Both sides first try to settle any dispute by good-faith discussion for at least 30 days.

22.3 For Clients with their registered office in the European Union, the exclusive place of jurisdiction is the court competent for Altoris's place of business, where the Client is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany. Altoris may also sue at the Client's place of business.

22.4 For Clients with their registered office outside the European Union, Annex B applies and disputes are decided by arbitration under it.

23 General

23.1 The Order and these Terms are the entire agreement on their subject and replace earlier agreements and discussions on it.

23.2 Changes and additions must be made in text form (for example email or electronic signature). Individual agreements made in any form take precedence (section 305b BGB).

23.3 If a provision is or becomes invalid or unenforceable, the rest stays valid. The invalid provision is replaced by a valid one that comes as close as possible to its economic purpose.

23.4 The Client may assign rights under an Order only with Altoris's prior consent in text form. Section 354a of the German Commercial Code (HGB) is not affected.

23.5 Notices are given in text form to the email addresses used in the Order. Electronic signatures and exchanged signed copies have the same effect as handwritten originals.

23.6 Altoris may update these Terms for future Orders. A change applies to an existing recurring Order only if Altoris announces it in text form at least 6 weeks in advance and the Client does not object before it takes effect; Altoris points this out in the announcement. If the Client objects, the existing Terms continue until the Order ends.

23.7 These Terms are written in English. If they are translated, the English version prevails.

A Data Processing Terms

These Data Processing Terms apply whenever Altoris (the **"Processor"**) processes personal data on behalf of the Client (the **"Controller"**). They meet Article 28 GDPR and, for Clients in India, section 8 of the Digital Personal Data Protection Act, 2023 (**"DPDP Act"**), where the Client acts as data fiduciary and Altoris as its data processor. The Order, or a processing schedule attached to it, states the subject, purpose, types of personal data, categories of data subjects and the sub-processors used.

A.1 **Instructions.** The Processor processes personal data only on documented instructions from the Controller, including for transfers to third countries, unless required by law; in that case it informs the Controller first unless the law prohibits this. The Order, these Terms and instructions in text form are documented instructions. The Processor tells the Controller without delay if it believes an instruction infringes data protection law.

A.2 **Duration.** Processing lasts as long as the Order concerned.

A.3 **Confidentiality.** Persons authorised to process the personal data are bound to confidentiality.

A.4 **Security.** The Processor takes the measures required by Article 32 GDPR, at least: unique accounts with two-factor authentication on admin and hosting accounts; least-privilege access; encryption in transit (TLS) and on devices; credentials in an encrypted store, never in code; each client's data kept separate; reputable hosting; data minimisation; deletion at the end of the project. Measures may be adapted to technical progress without lowering protection.

A.5 **Sub-processors.** The Controller gives general authorisation to engage sub-processors (for example hosting, email and AI providers). The Processor names those in use on request and informs the Controller in text form at least 14 days before adding or replacing one; the Controller may object on reasonable data protection grounds, and if no solution is found either side may end the affected Order. The Processor imposes the same data protection duties on each sub-processor by contract and remains responsible for them.

A.6 **Transfers.** Personal data are transferred outside the EU/EEA only where Chapter V GDPR is met, for example by an adequacy decision (including the EU-US Data Privacy Framework for certified recipients) or the EU Standard Contractual Clauses.

A.7 **Assistance.** The Processor assists the Controller with appropriate measures in answering requests from data subjects (Articles 12 to 23 GDPR) and in meeting Articles 32 to 36 GDPR. It notifies the Controller of a personal data breach affecting the Controller's data without undue delay, where possible within 48 hours of becoming aware of it. Assistance beyond the Processor's own legal duties and not caused by its breach may be billed at the Order's hourly rate.

A.8 **Deletion and return.** At the end of the Order the Processor deletes or returns all personal data at the Controller's choice and deletes copies unless law requires storage. Without a choice within 30 days, the data is deleted.

A.9 **Audits.** The Processor makes available all information needed to show compliance with Article 28 GDPR and allows audits by the Controller or an auditor bound to confidentiality, with at least 14 days' notice, in business hours and not more than once a year unless there is a specific reason. Each side bears its own costs.

A.10 **Liability.** Liability towards data subjects follows Article 82 GDPR. Between the parties, section 12 of these Terms applies.

B Clients outside the EU, and India

This Annex applies to every Client with its registered office outside the European Union. Paragraphs marked **India** apply only to Clients in India. Where it conflicts with these Terms, this Annex prevails, and an Order may replace any part of it.

B.1 **Arbitration.** All disputes arising out of or in connection with an Order or these Terms are finally settled under the Arbitration Rules of the German Arbitration Institute (DIS), without recourse to the ordinary courts, using the DIS Expedited Proceedings where the amount in dispute allows. The tribunal is a sole arbitrator, the seat is Osnabrück, Germany, the language is English, and hearings may be held by video. Awards are final and binding and can be enforced in every country party to the 1958 New York Convention, including Germany and India. Altoris may still sue for undisputed invoices at the courts of the Client's place of business.

B.2 **Currency and charges.** Fees are payable in the currency of the Order. Bank, transfer and conversion charges on the Client's side are borne by the Client, so that Altoris receives the full invoiced amount.

B.3 **Withholding tax.** If the Client's country requires it to withhold tax from payments to Altoris, the Order states whether the Client grosses up the payment so that Altoris receives the full invoiced amount, or deducts the tax. If the Order is silent, the Client may deduct it. The Client then withholds no more than the rate allowed under the applicable double taxation agreement, pays the tax on time and sends Altoris the official deduction certificate within 30 days (**India**: Form 16A, and Form 15CA/15CB details where applicable). Altoris provides on request a German tax residency certificate and the declaration needed to claim treaty benefits (**India**: Form 10F). If the Client withholds more than allowed or sends no certificate, it pays Altoris the difference.

B.4 **India: time limits.** For Clients in India, section 13.4 does not shorten the time in which the Client may bring a claim. Instead, the Client notifies Altoris of any defect or claim in text form within 12 months of acceptance or of the claim arising, so that Altoris can investigate and remedy it.

B.5 **India: liability.** Sections 11 and 12 apply in full. Nothing in them limits liability for fraud or wilful misconduct.

B.6 **India: stamp duty.** If stamp duty becomes payable in India on an Order or these Terms, including when they are brought into India or relied on there, the Client pays it and has the document stamped within the period the law requires.

B.7 **India: electronic signing.** Signing by electronic signature or by exchanging signed copies is valid, including under the Information Technology Act, 2000.

B.8 **India: personal data.** Where Altoris processes digital personal data for the Client as data processor under the DPDP Act, Annex A applies with "data fiduciary" for Controller and "data processor" for Processor, and the Client remains responsible for notice, consent and the rights of data principals.

B.9 **India: payments.** The Client is responsible for complying with Indian foreign exchange rules for its payments.

Version 1.0, in force from 16 November 2026. Online: www.altorissolutions.com/terms