General Terms and Conditions (GTC)

Dyration GmbH

As of: August 1, 2026 — Version 1.0

1. Scope of Application

1.1 These General Terms and Conditions ("GTC") apply to all agreements between Dyration ("Dyration", "we") and its customers ("Customer", "User") regarding the use of the services offered on the Dyration website and platform, in particular digital tools supporting startup founders (e.g. market analysis, business plan creation, startup canvas, preparation for bank meetings).

1.2 Deviating, conflicting, or supplementary terms of the Customer shall not become part of the agreement unless Dyration expressly agrees to their validity in writing.

1.3 These GTC apply in the version valid at the time the agreement is concluded.

2. Contracting Party and Registration

2.1 The use of certain Dyration services requires the creation of a user account. The Customer is obliged to provide truthful and complete information upon registration and to keep it up to date in the event of any changes.

2.2 The Customer is responsible for keeping their access credentials confidential and is liable for all activities carried out using their account, to the extent attributable to them.

3. Description of Services

3.1 Dyration offers digital tools and advisory services to support founders in building their company. The exact scope of functions of the individual tools is set out in the respective product description on the website.

3.2 Dyration strives to continuously develop and improve its services. For this reason, Dyration reserves the right to adjust, expand, or discontinue the functional scope of individual tools, provided the Customer's interests are not unreasonably affected.

3.3 Analyses, evaluations, and recommendations provided by Dyration (including those generated using AI systems) constitute support for entrepreneurial decision-making. They do not replace individual legal, tax, or financial advice from appropriately qualified professionals.

4. Token System and Balance

4.1 Access to certain Dyration tools and services is provided through a token-based balance system. Tokens can be purchased by the Customer for payment and are deducted from the Customer's balance upon use of the respective service.

4.2 The applicable token price and the number of tokens required for individual tools are set out on the website at the time of purchase or use.

4.3 Purchased token balances are generally valid indefinitely, unless stated otherwise on the website.

4.4 Refund of Token Balances: Token balances that have already been purchased and paid for cannot be refunded in cash. This applies both to unused and already redeemed tokens, regardless of the reason (e.g. dissatisfaction with the result, non-use, account closure). Mandatory statutory refund or withdrawal rights, to the extent they exist under applicable law, remain unaffected.

4.5 Token balances may not be transferred to third parties or to another user account, unless expressly agreed otherwise.

5. Prices and Payment Terms

5.1 The prices shown on the website at the time of order apply, including statutory value-added tax where applicable, unless stated otherwise.

5.2 Payment is made via the payment methods offered on the website (e.g. credit card via the payment provider Stripe). Upon successful payment, the corresponding token balance is credited to the user account.

5.3 Dyration reserves the right to adjust the prices for the purchase of tokens at any time for the future. Already purchased balances remain unaffected by price changes.

6. Usage Rights and Obligations of the Customer

- The Customer undertakes to use Dyration's tools and services only for their intended, lawful purposes.
- The Customer may not submit content that violates applicable law, the rights of third parties, or public policy.
- Automated, mass, or abusive use of the tools (e.g. to circumvent the token system) is prohibited.

In the event of violations of these obligations, Dyration is entitled to temporarily or permanently suspend the Customer's access.

7. Warranty and Liability

7.1 Dyration strives to provide its services carefully and professionally but assumes no warranty for the accuracy, completeness, or commercial usability of the results generated by the tools.

7.2 Dyration's liability for slight negligence is excluded to the extent permitted by law. For intent and gross negligence, Dyration is liable to the extent required by law.

7.3 Dyration is not liable for entrepreneurial decisions made by the Customer based on the results provided by the tools.

8. Data Protection

The processing of personal data in connection with the use of the Dyration platform is governed by the currently applicable privacy policy, available on the website, which forms an integral part of these GTC.

9. Term and Termination

9.1 The usage agreement for the user account runs for an indefinite period and may be terminated by either party at any time without notice, unless otherwise agreed.

9.2 In the event of termination by the Customer, access to unused token balances lapses without compensation; Clause 4.4 (no entitlement to a refund) applies accordingly.

10. Amendments to these GTC

Dyration reserves the right to amend these GTC with effect for the future. The Customer will be informed of material changes in an appropriate manner (e.g. by email or notice on the platform). If the Customer does not object within a reasonable period, the amended GTC shall be deemed accepted.

11. Final Provisions

11.1 These GTC are governed by Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 The place of jurisdiction for all disputes arising from or in connection with these GTC is, to the extent permitted by law, Zurich, Switzerland.

11.3 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.