Terms and conditions

These terms govern the use of Craftbase software by businesses and skilled trade companies in Germany.

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1. Scope, definitions, and contracting party

1.1 These Terms and Conditions apply to contracts for the use of software offered under the Craftbase brand between Craftbase GmbH as provider and the relevant customer. Full provider details are set out in the Legal Notice.

1.2 The service is intended exclusively for entrepreneurs within the meaning of section 14 of the German Civil Code (BGB) using Craftbase for commercial or independent professional activities in Germany. Consumers may not enter into a contract for the service.

1.3 The customer is the business identified in the account, order document, or individual quote. Users are the natural persons to whom the customer assigns access to Craftbase within its organisation.

1.4 Individually agreed arrangements and the quote or order document take precedence over the incorporated service description. The Data Processing Agreement (DPA) takes precedence for processing personal data on the customer's behalf; these Terms otherwise apply. Individually negotiated terms always prevail.

1.5 Any purchasing, business, or other terms submitted by the customer apply only if Craftbase has expressly accepted them in text form. This also applies if Craftbase performs services while aware of those terms.

2. Contract formation and user accounts

2.1 Registration and sign-in take place at app.craftbase.de. Successful registration and activation initially create a free-use agreement for the trial or an available free offering.

2.2 A paid contract is formed when the customer clearly orders a paid plan in the account and Craftbase issues electronic confirmation, or when the customer accepts an individual Craftbase quote in text form within the period stated in that quote.

2.3 Before ordering, the customer is shown or informed of the plan, service scope, fees, billing interval, term, and cancellation rules. Order confirmations and invoices are made available electronically in the account.

2.4 Craftbase makes the applicable Terms and, where required, the DPA available for retrieval and storage when the contract is formed. The accepted document version, time of consent, business, and acting person are recorded in a traceable manner.

2.5 A person registering a business, ordering a plan, or accepting a quote confirms that they are authorised to act for that business. This confirmation does not create personal liability for that person.

2.6 User accounts are personal and must not be shared or transferred. The customer administers roles and permissions, keeps its business and contact details current, and informs Craftbase of changes material to the contract.

3. Trial and free offerings

3.1 Craftbase may offer each business one trial lasting 30 calendar days. No payment details are required to begin, and the available functionality is displayed before the trial begins or in the account.

3.2 The trial ends without notice and does not automatically convert into a paid plan. Continued paid use requires the customer to actively subscribe to a plan or accept an individual quote.

3.3 Editing is restricted after the trial. Read access, plan selection, and the supported export options generally remain available. Craftbase may close a free account that has been inactive for at least twelve months after prior notice and delete stored data in accordance with the DPA, deletion policy, and statutory retention duties.

3.4 The Founder plan may be provided free of charge to a business for twelve months with no more than two active employees. It does not automatically convert into a paid plan when the period ends or the user limit is exceeded; active selection of a plan is required for continued active use.

3.5 There is no entitlement to repeated trials, multiple Founder plans, or an abusive division of one business. Individual exceptions and additional conditions in an expressly agreed promotional offer remain possible.

4. Service, scope, and usage rights

4.1 For the contract term, Craftbase provides cloud software that supports operational processes in skilled trade businesses. The agreed scope is determined by the subscribed plan, quote or order document, and the versioned service description incorporated there.

4.2 Statements on general marketing pages, in presentations, or in promotional material describe the product but do not constitute a warranty or agreed specification unless expressly agreed.

4.3 The service can be used through the web application and the iOS and Android apps provided by Craftbase. The relevant app-store terms additionally apply to obtaining and using mobile apps, without limiting Craftbase's obligations under this contract.

4.4 Craftbase grants the customer a non-exclusive, non-transferable, and non-sublicensable right to use the software for its own business purposes during the contract term. That right is limited to the subscribed plan, agreed number of users, and intended technical access channels.

4.5 Each legally independent company generally requires its own contract and company account. A regular plan includes one full-access user; additional full-access users are charged under the subscribed plan. Restricted access, including time or site-data capture, is governed by the relevant service description.

4.6 Plan-dependent AI features in the Profi and Business plans are assistance tools and can be disabled by a customer administrator. Their outputs may be incomplete or incorrect and must be reviewed by the customer for professional, factual, and legal suitability before use.

4.7 Craftbase does not use customer data to train its own generally available models and does not permit AI service providers to use customer data to train third-party or generally available models. Processing required to provide the features is otherwise governed by the DPA and privacy information.

4.8 Beta and preview features are provided only after voluntary activation. They may have limited functionality or lower stability and may be changed or discontinued; data-protection, security, and mandatory liability obligations remain unaffected.

5. Operations, maintenance, and support

5.1 Craftbase operates the software in accordance with the contractually agreed service and takes reasonable measures for secure and reliable operation. No percentage availability, response time, or recovery time is promised unless expressly agreed in a quote, service description, or SLA.

5.2 Maintenance, updates, security measures, telecommunications failures, and other events beyond Craftbase's control may temporarily restrict use. Craftbase gives advance notice of planned material maintenance where possible and schedules it outside customary business hours where possible. Urgent security measures may be taken without advance notice.

5.3 Email support through support@craftbase.de is available for all plans. Phone support is provided from the Starter plan, a personal contact from the Profi plan, and individual training under the Business plan, in each case as described in the applicable service description. Specific response times apply only if expressly agreed.

5.4 Setup and import services are owed only to the agreed extent. Standard onboarding and supported standard imports require suitable, complete, and lawfully supplied source data; custom formats, data cleansing, bespoke development, and additional training require a separate agreement.

5.5 At its own cost, the customer provides working internet access, suitable devices, and supported current browsers and operating systems. The applicable technical requirements may be specified in the technical documentation.

5.6 Plan-dependent integrations may exchange data with third-party systems. Craftbase is responsible for the contractual operation of its own connector, but not for availability, content, changes, or errors in a third-party system unless Craftbase is responsible for them.

6. Customer duties and permitted use

6.1 The customer may use Craftbase only as agreed and in compliance with applicable law. It ensures that only authorised persons have access and that roles, approvals, and permissions are assigned according to their tasks and reviewed regularly.

6.2 The customer protects credentials and authentication methods from third-party access. It informs Craftbase without undue delay of suspected misuse, compromised accounts, or security incidents and assists with reasonable protective measures.

6.3 The customer is responsible for the accuracy, completeness, and lawfulness of its entries, uploaded content, templates, recipient data, and instructions. It obtains required rights and legal bases and meets information duties towards employees, end customers, and other data subjects.

6.4 Craftbase supports business processes but does not replace professional, tax, or legal review. The customer remains responsible for its contracts, invoices, tax filings, procedural documentation, and statutory retention duties.

6.5 Prohibited uses include making the service available to unauthorised third parties, resale without agreement, circumvention of technical restrictions, malware, unlawful content, deliberate system overload, and unauthorised security testing.

6.6 Reverse engineering, decompilation, or other derivation of source code is permitted only to the extent required by mandatory law. These Terms do not exclude acts that the law mandatorily permits.

7. Customer data, documents, and export

7.1 The customer retains all rights in data and content entered by it or its users. For the contract term, it grants Craftbase only the rights required to provide, display, process, transmit, technically back up, and support the agreed functionality.

7.2 Craftbase processes customer data only to perform the contract, follow documented instructions, provide security and troubleshooting, or comply with mandatory law. It is not used for advertising or third-party benchmarking or training purposes without a separate legal basis and agreement.

7.3 Issued invoices and documents are not silently overwritten or deleted. Necessary changes are made through traceable correction, cancellation, or follow-up processes where supported for the relevant document type.

7.4 Invoice PDFs are generated as validated PDF/A-3 files. Craftbase functions and processes support invoice retention consistent with GoBD requirements; this does not constitute independent certification. The customer remains responsible for legally compliant use and procedural documentation.

7.5 During the contract term, the customer can export the data and documents supported by the then-current standard export functions. Specific data categories and formats are defined in the service description; conversion to customer-specific formats is owed only if separately agreed.

7.6 Craftbase maintains technical backup and recovery measures to the contractually and legally required extent. The customer uses available exports at reasonable intervals and additionally retains particularly important or legally required records within its own sphere of responsibility.

7.7 Return, access, restriction, and deletion of customer data after contract end are additionally governed by clause 10, the DPA, the deletion policy, technical backup cycles, and mandatory statutory retention duties.

8. Data protection, processing, and confidentiality

8.1 The parties comply with applicable data-protection law. The customer is the controller for personal data it processes through Craftbase for its own purposes and remains responsible for the lawfulness of that processing and its instructions.

8.2 Where Craftbase processes personal data on the customer's behalf, the approved DPA under Article 28 GDPR is incorporated digitally and in a versioned form as an additional contractual basis. The DPA prevails over these Terms for conflicts concerning processing on the customer's behalf.

8.3 Craftbase may engage subprocessors in accordance with the DPA. New or replacement subprocessors are communicated before their engagement under the procedure specified there; the customer may object on substantiated data-protection grounds.

8.4 The technical service may be operated through suitable cloud and other providers. Specific providers, services, processing locations, and any international transfers are described in the privacy information, DPA, and then-current subprocessor list.

8.5 Each party keeps the other party's non-public business, technical, and operational information confidential and uses it only for the contract. It may disclose such information to employees, advisers, and providers bound by confidentiality where required for performance or legal advice.

8.6 Confidentiality does not apply to information shown to have been lawfully known or publicly available, to become public without breach, to have been independently developed, or to require disclosure by law or enforceable authority or court order. Where permitted, the other party is informed before mandatory disclosure.

9. Fees, billing, and late payment

9.1 Paid services are charged at the prices displayed when ordered or agreed in an individual quote. All prices are net amounts plus applicable statutory VAT.

9.2 Monthly and annual plans are billed in advance for the selected billing interval. Card and SEPA payments processed through Stripe are due when the contract is formed or the relevant billing interval begins. Individually agreed invoice payments are due without deduction within 14 calendar days after the invoice is made available.

9.3 Invoices are made available exclusively in electronic form in the account. The customer provides accurate billing information and checks the account regularly for newly available billing records.

9.4 Additional paid users and upgrades may be ordered during a billing interval and charged pro rata from activation until the end of that interval. Downgrades and reductions generally take effect only in the following billing interval.

9.5 Fees paid in advance are generally not refunded pro rata following a customer-initiated reduction or ordinary termination. Mandatory rights and claims arising from a special termination or material adverse service change initiated by Craftbase remain unaffected.

9.6 Craftbase may change prices for future renewal periods. It gives at least four weeks' notice in text form before the change takes effect. The customer may reject renewal on the changed terms or terminate in time before they take effect; retroactive price changes are excluded.

9.7 Discounts and promotions apply as described in the relevant offer. They are not credited retrospectively or combined unless expressly agreed; any subsequent regular price is displayed transparently before contract formation.

9.8 Statutory consequences apply to late payment. The customer reimburses actual chargeback or comparable payment costs only where it is responsible for them. Further rights, including proportionate suspension under clause 11, remain unaffected.

10. Term and end of contract

10.1 Paid contracts have either a monthly or twelve-month term, as selected when ordering. The selected term begins on the service start date stated in the confirmation or quote.

10.2 The contract renews for another period of the same length unless cancelled in time. Monthly plans may be cancelled by the end of the current contract month; annual plans require four weeks' notice before the end of the current contract period.

10.3 The customer may cancel through the account function provided for this purpose or in text form by email to support@craftbase.de. The notice must enable clear identification of the contract. Craftbase may ordinarily terminate on the same notice to the end of the relevant contract period.

10.4 Either party's right to terminate for cause remains unaffected. A reasonable cure period must generally be allowed before termination for a remediable breach unless waiting would be unreasonable.

10.5 After a paid contract ends, the customer receives restricted read and export access for 30 calendar days. The customer is responsible for securing required data and documents through the supported exports during that period.

10.6 After that access period, Craftbase may close the account and delete or restrict customer data in accordance with the DPA and deletion policy. Statutory retention duties and technically required backup cycles remain unaffected; data in backups is processed only through the intended recovery process.

10.7 Free offerings are additionally governed by clause 3. Termination does not affect accrued payment claims or provisions intended by their nature to continue, including confidentiality and liability.

11. Suspension and prohibited use

11.1 Craftbase may suspend access in whole or in part if, after notice and a reasonable cure period, the customer remains in material default on due payments or fails to remedy a material remediable breach.

11.2 Craftbase may impose an immediate temporary suspension where there is an acute risk to system security or stability, serious unlawful use, an enforceable authority or court order, or a material risk to third parties.

11.3 The nature, scope, and duration of a suspension are limited to what is required to address the risk or enforce legitimate claims. Craftbase informs the customer of the reason and expected duration where legally and practically possible.

11.4 The customer assists in investigating and removing the cause. Craftbase lifts the suspension once its basis no longer applies or a less restrictive measure is sufficient.

11.5 Fees continue during a suspension only to the extent that it results from a breach for which the customer is responsible and Craftbase is not otherwise in breach of the agreed service. Further statutory rights of both parties remain unaffected.

12. Defects, liability, and indemnity

12.1 The customer reports reproducible defects without undue delay and provides information reasonably required for analysis and remediation. It allows Craftbase a reasonable period for cure.

12.2 Craftbase may cure a defect by correction, update, configuration change, or a reasonable workaround. If cure fails or is unreasonable, the customer has the statutory remedies.

12.3 No defect claim arises from issues caused exclusively by unsuitable customer prerequisites, unapproved changes, internet connections, or third-party systems outside the agreed Craftbase service. Craftbase remains responsible for its own services and connector errors for which it is responsible.

12.4 Craftbase has unlimited liability for intent and gross negligence; injury to life, body, or health; fraudulent concealment; expressly assumed guarantees; and liability that cannot be limited by law.

12.5 For a slightly negligent breach of an essential contractual duty, liability is limited to the loss typical for the contract and foreseeable when it was formed. Essential duties are those whose performance makes proper execution possible and on which the other party may regularly rely. Liability for other slight negligence is excluded.

12.6 To the extent tenancy-law provisions apply to provision of the software, Craftbase's strict liability for defects already present when the contract was formed is excluded. Clause 12.4 and mandatory rights remain unaffected.

12.7 For data loss, liability is limited to the restoration effort that would have been required if both parties had properly performed the backup, recovery, and export duties actually agreed. This limitation does not apply in the cases of unlimited liability under clause 12.4.

12.8 The customer indemnifies Craftbase against justified third-party claims to the extent they result from unlawful customer content, missing rights, or contractual misuse for which the customer is responsible. Craftbase informs the customer without undue delay, permits reasonable participation in the defence, and does not make admissions or settlements without consent where reasonably possible.

13. Changes to services and these Terms

13.1 Craftbase may develop the software for technical, legal, security, and product reasons if the agreed main service is preserved and customer use is not unreasonably impaired.

13.2 Craftbase generally gives at least four weeks' notice in text form of foreseeable material changes that may adversely affect the customer. Security-related or legally mandatory changes may be introduced on shorter notice where necessary.

13.3 If a material adverse service change is unreasonable for the customer and no equivalent alternative is available, it may terminate the affected contract for cause when the change takes effect. Prepaid fees for the period after termination are refunded pro rata.

13.4 Corrections, editorial amendments, and clarifications that do not alter contractual rights or duties may be published as a new document revision. They do not retrospectively change existing contracts.

13.5 Material amendments to these Terms generally take effect for an existing contract only if Craftbase gives at least four weeks' notice in text form and the customer provides active consent to the new version. Without consent, the previous terms continue until the contract ends or is otherwise amended; statutory amendment rights remain unaffected.

14. Governing law and final provisions

14.1 The laws of the Federal Republic of Germany apply, excluding the United Nations Convention on Contracts for the International Sale of Goods. Mandatory statutory provisions remain unaffected.

14.2 Where the customer is a merchant, public-law legal entity, or special public-law fund and a jurisdiction clause is legally permitted, the registered office of Craftbase is the exclusive venue. Mandatory exclusive jurisdictions remain unaffected.

14.3 Contractual declarations and notices may be made in text form, including by email to the registered business contact details, unless law or an individual agreement requires stricter form. The customer keeps its contact details current.

14.4 The customer may set off only undisputed or finally adjudicated claims. It may exercise a retention right only for claims arising from the same contractual relationship. Mandatory rights remain unaffected.

14.5 If any provision of these Terms is or becomes wholly or partly invalid or unenforceable, the remaining provisions continue in effect. Statutory law applies in place of the invalid provision.

14.6 Only the German version of these Terms is legally binding. This English version and any other translation are provided for information only; if the texts differ, the German version prevails.