Terms and Conditions

Last updated: 25.06.2025

invoicefetcher® is German cloud software that saves time, money and stress by automating the receipt, downloading, organisation and collation of incoming and outgoing digital invoices from suppliers via online portals (customer portals), emails and scans. Our Terms and Conditions (T&Cs) here govern the use of invoicefetcher® and its services.

Section 1 General information

(1) These Terms and Conditions (T&Cs) apply to all legal relationships between invoicefetcher UG (haftungsbeschränkt), Heinrich-Böll-Str. 5, 12529 Schönefeld (hereinafter referred to as 'invoicefetcher') and the contracting party that makes use of the invoicefetcher online service (hereinafter referred to as 'the Customer').

(2) invoicefetcher is an online service that automatically downloads, receives, saves and manages documents (such as incoming invoices) from online portals (customer portals), emails and scans on behalf of the Customer and automatically forwards them to third-party systems if desired. The invoicefetcher service offering comprises various free and paid products, which can be viewed at https://www.invoicefetcher.com/en/pricing. invoicefetcher provides its online service via the internet and grants the Customer a simple, non-transferable right to use the selected product for the contract term.

(3) The T&Cs can be viewed at https://www.invoicefetcher.com/en/terms and apply exclusively in their respective version at the time of contract conclusion.

(4) invoicefetcher may amend these T&Cs from time to time for legitimate reasons (e.g. in response to new technological developments). Changes to these T&Cs will be communicated by email or in the customer account and will take effect provided that the Customer does not object to the respective changes within 14 days of receiving the notice of change. If an objection is raised, invoicefetcher may terminate the contract with the Customer with 30 days' notice following notification of the objection. The Customer must be notified of the termination and ending of the contract.

(5) The Customer's T&Cs do not form part of the contract even if they are included with invitations to tender, orders, declarations of acceptance, etc. and are not objected to.

(6) If the Customer is not acting in exercise of its trade, business or profession and is therefore a consumer within the meaning of Section 13 of the German Civil Code (BGB), the provisions in the Annex to these Terms and Conditions also apply.

Section 2 Subject of the contract, registration

(1) The subject of the contract is defined by the product selected by the Customer and the service description applicable at the time of contract conclusion, available at https://www.invoicefetcher.com/en/pricing, and these T&Cs.

(2) invoicefetcher is entitled to amend the service offering of its online service and individual products for legitimate reasons, e.g. in response to technical requirements and market conditions. The Customer will be notified of the changes via email or in the customer account. If such a change results in a significant deterioration in service for the Customer, it is entitled to terminate the contract with invoicefetcher without notice within 14 days of being notified.

(3) The Customer is required to register on the invoicefetcher website to use the online service. As part of the registration process, the Customer confirms the T&Cs that apply at that point in time.

(4) The Customer is obliged to provide only truthful information about the individual or the company as part of the registration process and to keep all data up to date at all times. Following registration, a user account is created for the Customer and an email with an activation link is sent. On activating the user account, the Customer is required to set a password.

Section 3 Contract conclusion

(1) An offer to conclude a contract is made when the Customer selects the button 'Place a paid order', 'Place a binding order', 'Paid upgrade' or 'Register for free'.

(2) The acceptance of the offer by invoicefetcher is confirmed either in text form or with the provision of the booked service(s). The contract for the use of the online service enters into force on the date of confirmation of acceptance of the offer in text form, and no later than with invoicefetcher's provision of the service(s).

(3) invoicefetcher is entitled to refuse to conclude the contract without giving reasons or to withdraw from the contract with the Customer within 14 days.

Section 4 Free and paid online services, trial periods

(1) The Customer can choose between a free trial account and paid subscriptions to invoicefetcher's online service.

(2) Free trial accounts for the online service are provided only for a limited time. If the Customer wishes to continue using all features of the online service after the trial period, it must take out a paid subscription. The Customer will be informed via email about the limitation of features before the trial period expires and when it ends.

(3) For paid usage of the online service, the Customer can choose between fixed-term and ongoing contracts as well as different terms.

Section 5 Prices, terms of payment and price adjustments

(1) All agreed prices are billed in advance. Invoices are due immediately and must be paid within seven days of the invoice date. The Customer is responsible for providing invoicefetcher with complete and accurate billing and contact details and for informing it without undue delay of any changes to such.

(2) invoicefetcher offers the Customer various payment options, which can be viewed on the invoicefetcher website. invoicefetcher reserves the right, on a case-by-case basis, to exclude certain payment methods, also at a later stage, in order to mitigate credit risk.

(3) For payments by SEPA direct debit, the Customer authorises invoicefetcher to collect due payments from a bank account to be specified by the Customer. The Customer is obliged to inform its bank of the direct debit authorisation and to ensure it has sufficient funds in the specified bank account to cover the transaction. The costs of any chargebacks plus a processing fee of EUR 5.00 will be borne by the Customer.

(4) If payment is delayed by more than two weeks, invoicefetcher is entitled to deactivate the online service at the Customer's expense and to deny access to it. In such a scenario, the Customer is still obliged to pay the agreed prices. This does not affect invoicefetcher's right to terminate the contractual relationship without notice for cause.

(5) invoicefetcher is entitled to adjust the prices to be paid under this contract at its reasonably exercised discretion in accordance with Section 315 BGB based on changes in overall costs relevant to the price calculation. In particular, the overall costs are made up of costs for network provision, usage and operation (e.g. for technology, network access and interconnections and technical service), costs for customer administration (e.g. for service hotlines and service, billing and IT systems), service and staff costs and other overheads (e.g. for administration, energy, rent, IT systems and software development) as well as charges imposed by public authorities such as the Federal Network Agency. A price increase may be considered and a price reduction applied if and to the extent that the overall costs relevant to the price calculation rise or fall after contract conclusion. Increases in one type of cost, e.g. network usage costs, may only be considered in relation to the overall costs relevant to the price calculation and only to the extent

that they are not offset by any decline in costs in other areas, e.g. customer support. If costs fall, the prices must be reduced accordingly unless this fall in costs is fully or partially offset by increases in other areas. invoicefetcher will, at its reasonably exercised discretion, choose when to change prices to ensure cost reductions are not applied less favourably for the Customer than cost increases, meaning that cost reductions will be at least as effective as any cost increases. The Customer will be notified in text form (via email) of price increases at least six weeks before they are due to come into effect. If the Customer does not object to the envisaged price increase within six weeks of receiving the notice of change in text form, the price increase will take effect once the objection period has passed. invoicefetcher will notify the Customer separately of this in the notice of change. If the Customer objects to the envisaged price increase within the required period in text form, the contract will continue under the existing terms. The Customer will also be notified in text form of any price reductions.

Section 6 Contract term and termination

(1) If the Customer pays on an annual basis, the contract term is exactly 12 months from the date of conclusion. The contractual relationship is automatically renewed on a continuous basis by 12 months at a time unless one of the parties terminates the contract by writing to the other party and giving notice of at least three months prior to the end of the respective contract term.

> Example: The contract is concluded on 5 June 2024. If the contractual relationship is not terminated by 4 March of any calendar year, it is extended until 4 June of the following year.

(2) If the Customer has agreed to pay on a monthly basis, the minimum contract term is exactly three months from the date of conclusion. The contractual relationship is automatically renewed on a continuous basis by one month at a time unless one of the parties terminates the contract by writing to the other party and giving notice of at least three months prior to the end of the respective contract term.

> Example: The contract is concluded on 5 June 2024. If the contractual relationship is terminated on 4 August 2024, then the contract will expire at the end of 4 November 2024.

(3) This does not affect the right of both parties to termination for cause.

(4) invoicefetcher is, among other things, entitled to terminate this contract without notice for cause if any of the following reasons apply:

  a. The Customer has agreed to pay monthly and is overdue with a payment covering a period of more than one month, or has agreed to pay annually and is more than two weeks in arrears,
  b. Insolvency proceedings or other judicial or extrajudicial debt settlement proceedings for the assets of the Customer are or will be initiated or
  c. The Customer has committed a serious breach of its obligations under this contract.

Section 7 Warranty

(1) Information about the features of the services, technical data and specifications in the documentation/service description are provided solely to describe the respective service. These should not be considered a guarantee (or warranted characteristic) within the meaning of the German Civil Code. invoicefetcher does not provide any guarantees.

(2) invoicefetcher's online service is an assistive tool that makes use of the login details provided by the Customer to obtain files from various sources. invoicefetcher is not responsible for misreadings or the scheduled retrieval of files. Some information may be misread when data is transferred.

(3) The Customer is obliged to promptly report errors found in the online service by emailing the address service@invoicefetcher.com.

(4) The Customer must inform invoicefetcher of any decrease in the usability of the service. invoicefetcher will be given an opportunity to review the claimed errors. If invoicefetcher is not able to resolve any error found within 30 days, the Customer is entitled to terminate its subscription without notice. Restrictions and outages that occur as part of scheduled development or maintenance work on connectors, automation features or interfaces of the software remain unaffected by this. The same applies to restrictions caused by changes made by external customer portals – for example, if the login process changes, technology is used to block or restrict automated access or there is the risk that a customer account may be blocked due to multiple retrieval attempts. In such cases, retrieval may be permanently prevented even after the maintenance work has been completed.

(5) In all other respects, warranty claims from the Customer are excluded. Liability for damages under the conditions and within the scope of these T&Cs remains unaffected by this.

(6) Claims for defects under this contract will expire 12 months after the statutory warranty period begins.

Section 8 Liability

(1) Unlimited liability

In case of intent or gross negligence, the lack of a warranted characteristic or injury to life, limb or health and in accordance with the German Product Liability Act (Produkthaftungsgesetz), the parties are liable for all damage resulting from this without limitation.

(2) Liability for breach of cardinal obligations

In case of minor negligence, invoicefetcher is only liable if it breaches an obligation that is essential for the proper execution of the contract, where the breach jeopardises the achievement of the purpose of the contract and if the Customer can reasonably expect that this obligation would be met (cardinal obligation). In case of breach of a cardinal obligation, liability is limited to the typical foreseeable damage resulting from the contract. In all other respects, liability is excluded for damages caused by minor negligence.

(3) Strict liability

invoicefetcher's strict liability for damages (Section 536a BGB) for defects existing at the time of conclusion is excluded.

(4) Liability cap

If invoicefetcher is not liable according to the 'Unlimited liability' section, invoicefetcher's total liability in connection with the online service provided is limited to the amount paid by the Customer and its associated companies to invoicefetcher for the service giving rise to the liability in the 12 months prior to the occurrence of the first damaging event on which the liability claim is based. The payment obligations of the Customer and its associated companies remain unaffected by this section.

(5) Miscellaneous:

  a. invoicefetcher does not provide any tax advice within the meaning of the German Tax Consultancy Act (Steuerberatungsgesetz). invoicefetcher is not liable for the tax or legal compliance of the documents processed by the Customer;
  b. invoicefetcher is not liable for third parties to whom the data is passed for further processing.

Section 9 Availability, maintenance periods, backups

(1) invoicefetcher is not obliged to ensure that the online service is available at all times.

(2) The availability of the online service may be restricted or the online service may be temporarily unavailable during maintenance periods and at times when there are technical or other problems outside of the control of invoicefetcher (force majeure, fault of third parties, etc.).

(3) Maintenance is generally conducted daily between 22:00 and 06:00 but may also take place outside this time window.

(4) The online service may also be briefly restricted if backups must be generated. Generally speaking, backups must be generated at multiple times of the day.

(5) The Customer will be notified in advance of individual maintenance periods.

Section 10 Data protection, compliance

(1) In respect of the processing of personal data within the context of this contractual relationship, the Customer is the controller within the meaning of Article 4(7) of the General Data Protection Regulation (GDPR) and invoicefetcher is the processor within the meaning of Article 4(8) GDPR.

(2) In accordance with Art. 28 GDPR, the parties are entering into the data processing agreement available at https://www.invoicefetcher.com/en/dpa to regulate the data processing.

(3) The Customer is responsible for the content of its stored files. The Customer will ensure that no data that violates applicable law is used or stored.

(4) The Customer is obliged to keep the login credentials for the online service secure and confidential and to refrain from sharing them with third parties. The Customer is fully responsible for all activities undertaken using its login credentials. The Customer is solely liable for damage arising from unauthorised use on account of negligent disclosure or insufficient protection of the login credentials.

(5) The Customer undertakes to refrain from misusing the online service. In particular, this relates to the download of documents and the transfer of the same to third parties.

(6) invoicefetcher will store received and downloaded documents during the term of the contract and create regular backups. invoicefetcher will take all reasonable and economically feasible measures to ensure the data security of the stored documents and data.

(7) The Customer's customer account will be deleted at the end of the contract term of each subscription unless a new subscription is created before the contract term expires. The login credentials used and documents stored will no longer be stored after the customer account is deleted and it will not be possible to recover them. The Customer can also independently request the deletion via email or via the settings in the customer account. In respect of a requested deletion, the parties agree that this constitutes an instruction within the scope of data processing.

Section 11 Final provisions

(1) The Customer may only transfer the rights and obligations from this contract to a third party with invoicefetcher's prior written consent.

(2) There are no verbal side agreements. Deviations from these T&Cs require written form.

(3) German law applies to the parties' contractual relationship, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(4) invoicefetcher's registered office is the exclusive place of jurisdiction for all disputes arising from or in connection with this contract.

(5) If a competent court finds that any provision contained in these T&Cs is invalid, unenforceable or illegal, this provision will be deemed invalid but all other provisions of these T&Cs will remain in effect.

Schönefeld, June 25, 2025

Annex
to the Terms and Conditions of invoicefetcher UG (haftungsbeschränkt)

Last updated: 25.06.2025

This Annex to the Terms and Conditions of invoicefetcher UG (haftungsbeschränkt) contains the supplementary provisions that apply if the Customer is a consumer within the meaning of Section 13 BGB.

Right of withdrawal

As a consumer, the Customer has a right of withdrawal in accordance with the following provisions:

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the date of contract conclusion.

To exercise your right of withdrawal, you must inform us (invoicefetcher UG (haftungsbeschränkt)), Heinrich-Böll-Str. 5, 12529 Schönefeld, tel.: +49 (0)30 88942655, email: service@invoicefetcher.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, an email or a message submitted via the contact form). You may use the attached model withdrawal form for this, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we will reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out any such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you will pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Lapse of the right of withdrawal

The right of withdrawal will lapse prematurely if invoicefetcher has fully performed the service and the performance only began after you expressly consented to us starting performance before the withdrawal period expired and confirmed that you were aware that you would lose your right of withdrawal once the contract had been fully performed.