General Terms and Conditions (GTC)

Last Updated: 2026-11-05 Effective Date: 2026-11-05

1. Scope and Formation of Contract

1.1. These General Terms and Conditions (**"GTC"**) of Genz IT Solutions GmbH, Brückengasse 1b, 78462 Konstanz (**"Provider"**) apply to the use of HotCodePush, the over-the-air (OTA) update service for React Native, Expo, Capacitor and Cordova (**"Service"**). The Service delivers updates of the Customer's applications to the devices of the Customer's end users.

1.2. The Service is offered exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code) (**"Customer"**). By entering into the contract, the Customer confirms that it is acting as an entrepreneur within the meaning of § 14 BGB.

1.3. The SDKs, the command-line tool and the API clients published by the Provider are open-source software and are governed exclusively by their respective open-source licences. These GTC apply to the use of the hosted Service, including its use through such software.

1.4. Formation of contract via self-serve: The Customer submits a binding offer by creating an account or by enabling billing in the console. The Provider accepts the offer by express declaration, activation of the account, or confirmation of the subscription within five days. If acceptance is not made within that period, the offer lapses.

1.5. Formation of contract via order form (Enterprise): Individual order forms (**"Order Form"**) are negotiated between the parties and become effective upon mutual signature or equivalent consent in text form (§ 126b BGB (German Civil Code)). Each order must reference a currently valid quotation.

1.6. Deviating or conflicting general terms and conditions of the Customer shall not form part of the contract unless the Provider expressly agrees to their application in text form. This also applies where the Provider performs services without reservation in the knowledge of conflicting terms.

1.7. In the event of a conflict between contractual documents, the following order of precedence shall apply (highest first): Order Form, Data Processing Agreement (for data processing), Service Level Agreement (for availability), Support Policy (for response times), these GTC, Acceptable Use Policy. For open-source components (SDKs, command-line tool, API clients), the respective open-source licences shall apply exclusively. The foregoing order of precedence does not apply in that respect. The terms of the Merchant of Record shall apply exclusively to payment processing and refunds, not to service content or operations.

2. Scope of Services

2.1. The current feature scope of the Service is set out on the product pages at https://hotcodepush.com and in the console at https://console.hotcodepush.com.

2.2. **Fair Use**: Data transfer, storage and the number of applications are not charged separately and are not subject to fixed quotas. Their use must serve the operation of applications that the Customer develops or operates for itself, its affiliates, or its clients and must not substantially exceed the usage typical of customers on the same plan (**"Fair Use"**). The published technical limits are 512 MB per bundle and per file and the retention period under Section 2.6. To protect against misuse, the Provider may apply technical safeguard thresholds. Where a request exceeds such a threshold, the Service answers with an error message that names Fair Use and the support contact. The Provider shall raise the threshold on request without undue delay to the extent the use is within Fair Use. If use exceeds Fair Use, the Provider shall notify the Customer in text form, stating the Customer's usage, the usage typical on the Customer's plan, and the resulting level regarded as Fair Use, and offer a suitable limit or an individual agreement. If the Customer neither brings its use back to that level within 14 days of receipt of the notice nor accepts an offer, the Provider may limit the affected use to that level. Content already stored remains accessible and installed applications keep running (Section 2.5). Measures for violations of the Acceptable Use Policy remain unaffected.

2.3. The Provider is entitled to develop and modify the Service for objective reasons (technological advancement, security requirements, regulatory requirements). Where modifications materially and adversely change the feature scope for the

Customer, the Provider shall notify the Customer at least 60 days in advance in text form. In such case, the Customer shall have an extraordinary termination right effective as of the date the modification takes effect.

2.4. OTA updates are subject to the guidelines of the app stores through which the Customer distributes its applications, in particular those of Apple and Google. The Customer is responsible for compliance with these guidelines for the content it delivers through the Service. The Provider does not warrant that applications using the Service will be approved by Apple or Google for distribution through their stores or will remain listed there.

2.5. **Fail-Open**: A reached spending cap (Section 6.3), use exceeding Fair Use, a suspension under these GTC, or an outage of the Service never prevents an installed application from running. Affected devices keep running the update they already have and stop receiving new updates until the cause is removed.

2.6. The Service retains a bundle for 90 days after it was last delivered to a device. A bundle that devices still run is not deleted. Longer retention may be agreed in an Order Form.

3. Account and Customer Obligations

3.1. The Customer shall provide truthful and complete information when creating an account and shall keep such information up to date. The Customer shall secure its access credentials and API tokens against unauthorised access and shall be liable for all actions carried out under its account.

3.2. The Customer shall use a real, permanently attributable business email address when creating and maintaining an account. The Provider is entitled to reject or suspend accounts with temporary, anonymised, or disposable email addresses.

3.3. The Customer is the sole Controller under data protection law for end-user data transmitted to the Service via the SDKs. The Customer shall independently obtain and maintain all consents, notices, and legal bases required under the GDPR and the TDDDG (German Telecommunications Digital Services Data Protection Act) before embedding the SDKs in its applications.

3.4. The Customer warrants that neither it nor its end users are domiciled in countries or regions subject to EU, UN, or US sanctions and are not listed on any sanctions lists.

4. Acceptable Use

4.1. Use of the Service is subject to the applicable Acceptable Use Policy at https://hotcodepush.com/legal/acceptable-use-policy.

4.2. Violations of the Acceptable Use Policy shall entitle the Provider to block affected content or accounts and to terminate for cause.

5. Plans and Beta

5.1. **Free Plan**: The Provider offers the Service free of charge for up to 1,000 monthly active devices per month without payment details (**"Free Plan"**). Devices beyond this limit stop receiving new updates for the remainder of the calendar month. Section 2.5 applies. The Provider may change the limits of the Free Plan with at least 60 days' notice in text form. These GTC and the Data Processing Agreement apply to the Free Plan in full, including the liability regime under Section 12. The Service Level Agreement grants no service credits on the Free Plan.

5.2. **Pay-as-you-go**: Paid use is billed by usage. A monthly active device is a device on which an application of the Customer contacts the Service at least once in a calendar month. It is counted once per application and calendar month. The price per 1,000 monthly active devices results from the pricing page (Section 2.1). The minimum fee is USD 5 per calendar month. The billing month is the calendar month in Coordinated Universal Time (UTC) and is billed at its end. For the days between enabling billing and the first day of the following month, no minimum fee is charged. Usage in those days is billed with the first invoice.

5.3. **Enterprise**: Customers with an Order Form receive the Service under the limits, prices, and term agreed in the Order Form. Enterprise contracts are concluded via sales@hotcodepush.com.

5.4. Features expressly designated by the Provider as **"Beta"** are provided without warranty and without SLA. For features expressly designated as Beta, liability is limited, analogous to §§ 521, 599 BGB, to intent, gross negligence, and fraudulent concealment of defects. Section 12.1 remains unaffected.

6. Prices and Payment

6.1. **Self-Serve**: Payment processing for self-serve orders is handled by a Merchant of Record (**"MoR"**), currently Polar Software Inc. Payment, invoicing, tax calculation, and refunds are governed by the terms of the MoR.

6.2. The Provider shall not be liable for payment processing errors, tax calculation errors, or refund delays caused by the MoR.

6.3. **Spending Cap**: The Customer sets a monthly spending limit in the console (**"Spending Cap"**). The Spending Cap is a hard limit: the Customer's charges in a billing month never exceed it. The Spending Cap determines the number of monthly active devices the Customer purchases for the month. It does not limit uploads, releases, rollouts, rollbacks, or the use of the console. Devices counted within the Spending Cap receive every update the Customer releases. Devices beyond it keep running their current update and receive no new update until the month turns or the Customer raises the Spending Cap. Raising and lowering the Spending Cap take effect immediately. Devices already counted in the month remain billable. The Provider informs the Customer when 80 % of the Spending Cap and when the Spending Cap is reached, once per month each.

6.4. **Enterprise**: The Provider shall invoice the Customer directly. The payment term is 30 days net from the invoice date. The term results from the respective quotation. There is no automatic renewal. A follow-on contract requires a new quotation and a new order.

6.5. Price changes shall be announced at least 60 days in advance and shall take effect only at the beginning of the next billing month (self-serve) or with a new quotation (Enterprise). Price increases during a current contract term are excluded.

6.6. All prices for self-serve orders include taxes calculated by the MoR. For Enterprise orders, prices are quoted exclusive of statutory value-added tax.

6.7. If the Customer is in default of payment for Enterprise orders, the statutory default interest and other statutory consequences of default shall apply.

6.8. **Suspension for Payment Default**: For Enterprise orders, the Provider is entitled to temporarily suspend access to the Service if the Customer remains in default for more than 14 days after the due date despite a reminder with a reasonable grace period of at least 7 days. The suspension shall be lifted as soon as the outstanding amount is paid in full. For self-serve orders, the Provider sets the Spending Cap to zero when the MoR reports a failed payment, until payment is restored. Section 2.5 applies in both cases.

6.9. **Gross-Up (Enterprise Only)**: All payments by the Customer shall be made without deduction of withholding taxes or other deductions. If the Customer is legally required to withhold, the invoiced amount shall be increased so that the Provider receives the full amount originally invoiced.

6.10. **Refunds (Self-Serve)**: The Provider refunds a Customer's first charge in full on request within 14 days of the charge. A charge caused by a Spending Cap the Customer raised itself is refunded once in full on request. Other refund requests are reviewed individually. Service credits under the Service Level Agreement are paid out as a partial refund of the affected month's charge. The Provider authorises the MoR for each disbursement. The mechanics of the refund are governed by the terms of the MoR. This does not restrict the Customer's rights against the MoR under the MoR's terms.

7. Term and Termination

7.1. **Self-Serve**: Pay-as-you-go use has no fixed term. The Customer may cancel in the console or by e-mail in text form at any time. The cancellation takes effect at the end of the current billing month. Usage until then is billed. Thereafter the Customer's organisation continues on the Free Plan and keeps its data within the limits of the Free Plan.

7.2. **Enterprise**: The contract has a fixed term as specified in the respective quotation (default: 12 months). There is no automatic renewal. A follow-on contract requires a new quotation and a new order.

7.3. The right of either party to terminate for cause shall remain unaffected.

7.4. The Customer may export its data at any time while its account exists and may delete its organisation or account at any time. Seven days after such a deletion, the Provider deletes the data from active systems. Within these seven days the Provider restores the data on request. After termination of the contract by either party or its expiry, the Customer may export

its data within 30 days. After this period, the Provider deletes the data from active systems. Deletion from backups and statutory retention obligations (§§ 147 AO, 257 HGB) are governed by the Data Processing Agreement.

8. Rights in Content

8.1. The Customer retains all rights in its applications, content, source code, and bundles (**"Customer Content"**). The Customer grants the Provider a non-exclusive licence to use the Customer Content, limited to the provision of the contractually owed services.

8.2. All rights in the Service, including software, documentation, and trademarks, shall remain with the Provider.

8.3. Open-source components of the Service and the SDKs are governed exclusively by their respective open-source licences. These open-source licences shall take precedence over these GTC.

8.4. The Provider is entitled to use usage data in irreversibly anonymised form for statistical purposes (product improvement, marketing communications).

8.5. The Provider shall not use customer data (including bundles and end-user data transmitted via the SDKs) for training, fine-tuning, or improving AI or ML models.

8.6. If the Customer provides the Provider with ideas, suggestions, feedback, or improvement proposals (**"Feedback"**), the Customer grants the Provider a perpetual, worldwide, irrevocable, royalty-free licence to use and integrate such Feedback. Code contributions to the Provider's open-source repositories are not covered by this provision and are governed by the respective open-source licences or contributor licence agreements.

9. Confidentiality

9.1. Both parties undertake to treat confidential information of the other party as confidential and to use it only for the purposes of the contractual relationship. All information that is designated as confidential or whose confidentiality is apparent from the circumstances shall be deemed confidential.

9.2. Customer bundles and the Customer's API tokens shall be considered particularly sensitive. Where the Customer signs its bundles, the private signing key remains with the Customer and is not transmitted to the Provider.

9.3. The confidentiality obligations under this Section shall apply for the duration of the contractual relationship and for three years after its termination. The protection of trade secrets under the GeschGehG (German Trade Secrets Act) shall remain unaffected and shall apply indefinitely.

9.4. The Provider shall notify the Customer without undue delay of any security incidents that become known and affect confidential customer materials (in particular bundles and API tokens). This obligation shall apply independently of the notification obligation for data breaches under the Data Processing Agreement.

10. Data Protection

10.1. Insofar as the Provider processes personal data on behalf of the Customer in the course of providing services, the provisions of the Data Processing Agreement at https://hotcodepush.com/legal/data-processing-agreement shall apply.

10.2. The Provider is entitled to engage Sub-processors. The current list of Sub-processors is available at https://hotcodepush.com/legal/subprocessors.

11. Warranty

11.1. The Provider shall perform the services with the care customary in the industry. The Customer's warranty claims shall be governed by statutory provisions unless otherwise provided in these GTC.

12. Liability

12.1. The Provider shall be liable without limitation for intent, gross negligence (Vorsatz und grobe Fahrlässigkeit), injury to life, body, or health, liability under the German Product Liability Act (Produkthaftungsgesetz), fraudulent concealment (Arglist), and Art. 82 GDPR.

12.2. In cases of ordinary negligence, the Provider shall only be liable for breach of material contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (Kardinalpflichten). In such case, liability shall be limited to the typical, foreseeable damage (vertragstypisch vorhersehbarer Schaden).

12.3. For features expressly designated as Beta, liability is limited, analogous to §§ 521, 599 BGB, to intent, gross negligence, and fraudulent concealment of defects. Section 12.1 remains unaffected.

12.4. The Provider shall not be liable for acts or omissions of Apple and Google (in particular rejected app submissions, suspension or removal of Customer applications because of content delivered as OTA updates, suspended developer accounts, API changes), unless such acts or omissions are attributable to a breach of duty by the Provider.

12.5. The Provider shall not be liable for outages, malfunctions, or data incidents attributable to webhook endpoints configured by the Customer (e.g. Slack, Discord, Microsoft Teams, or the Customer's own endpoints), unless attributable to the Provider.

12.6. The limitations of liability in Sections 12.4 and 12.5 shall not apply insofar as the relevant circumstance is attributable to the Provider. In all other respects, the general liability provisions of Sections 12.1 and 12.2 shall apply.

13. Indemnification for IP Infringement

13.1. Each party shall indemnify the other party against third-party claims based on an infringement of third-party intellectual property rights by the respective party's performance (for the Provider the Service, for the Customer the Customer Content). The Provider's indemnification does not extend to claims based on patent rights asserted in the United States.

13.2. The indemnification is limited to amounts from final and binding court judgments or settlements approved in advance in text form.

13.3. The indemnified party shall notify the indemnifying party without undue delay, transfer control of the defence, and cooperate to a reasonable extent.

13.4. This indemnification obligation does not constitute an independent guarantee within the meaning of § 276 (1) BGB (German Civil Code) and does not give rise to strict liability.

14. Marketing and Reference Use

14.1. The Provider is entitled to use the Customer's name and standard logo for marketing purposes during the term of the contract (website, pitch decks, presentations, press releases). The Customer may object at any time by email to legal@hotcodepush.com.

14.2. Upon termination of the contract, the right of use shall end automatically. Materials already distributed (e.g. archived press releases) shall remain unaffected.

14.3. The Customer warrants that it holds the rights necessary to grant the logo and trademark usage. In the event of third-party claims arising from such rights, the Customer shall indemnify the Provider.

15. Export Control and Sanctions

15.1. The Customer shall not use the Service in violation of applicable export control and sanctions regulations of the EU, the United Nations, and the United States. The Customer warrants that it is not itself subject to any relevant sanctions.

16. Force Majeure

16.1. Neither party shall be liable for non-performance or delayed performance of obligations to the extent caused by a force majeure event. Force majeure is an unforeseeable, unavoidable, and external event, in particular natural disasters, war, acts of

terrorism, government orders, pandemics, large-scale outages of critical infrastructure, industry-wide cyberattacks, and strikes and industrial action by third parties (in particular infrastructure providers).

16.2. The affected performance obligations shall be suspended for the duration of the event. If a disruption of performance persists for more than 90 days, either party shall be entitled to terminate for cause.

16.3. A force majeure event shall not relieve the Customer of the obligation to pay for services already rendered or invoices already due.

17. Amendments to these GTC

17.1. The Provider may amend these GTC with a notice period of at least 30 days in text form. The amended terms shall be deemed approved if the Customer does not object in text form within the notice period. The Provider shall inform the Customer of the right to object and its legal consequences in the notice.

17.2. The deemed-approval mechanism under Section 17.1 shall apply exclusively to (i) non-material adjustments, (ii) changes required by law or regulation, and (iii) additive feature enhancements. Changes to core contractual obligations or risk reallocations to the detriment of the Customer shall require the Customer's express consent in text form.

17.3. If the Customer objects in a timely manner and the parties do not reach agreement on the amended terms, the Provider shall be entitled to terminate on ordinary terms effective at the end of the current billing month.

18. Final Provisions

18.1. The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Konstanz.

18.3. The Customer may only assign or transfer rights and obligations under this contract with the prior consent of the Provider in text form.

18.4. The Provider is entitled to transfer this contract to the acquirer or legal successor in the event of a company sale, merger, restructuring, or disposal of the relevant business unit or material assets. The Provider shall notify the Customer at least 30 days in advance in text form. The existing contractual terms shall continue to apply. The Customer shall have an extraordinary termination right effective as of the date of the transfer.

18.5. Declarations and notices in connection with this contract shall be made in text form unless a stricter form is required by law.

18.6. Should any provision of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a valid provision that most closely approximates the economic purpose of the invalid provision.

18.7. The authoritative version of these GTC is the English version. The German version is for informational purposes only.