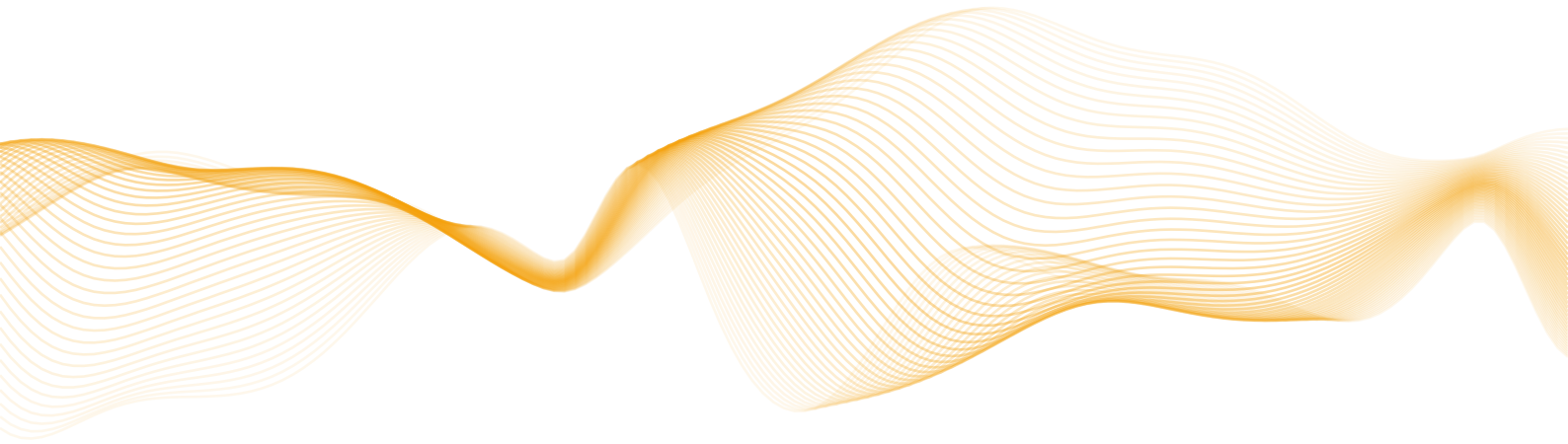
techtropy

Terms of service



Operator

techtropy GmbH
Am Anger 1
87672 Roßhaupten
Germany
Amtsgericht Kempten (Allgäu)
HRB 19212

Version of

November 21, 2026

This English version is a translation. Where it differs, the German version (https://techtropy.com/de/nutzungsbedingungen) prevails.

These terms of service (“Terms”) apply to the platform of techtropy GmbH, Am Anger 1, 87672 Roßhaupten, Germany (“we”). The platform and everything we offer on it are the “Service”. “You” are the person using the Service (also “User”). An “organization” is a workspace in the Service. “Customer” is the company, university, other body or person for which an organization is kept. The Terms apply to everyone who uses the Service, with or without an account. What these Terms provide for you applies correspondingly to the Customer. If you create an organization or accept an offer for a Customer, you warrant that you may represent the Customer.

1 Formation of contract and orders

1.1 The contract for your account is formed when you create the account and accept these Terms in doing so.

1.2 You can review and correct your entries before sending them. We record which version of these Terms you accepted, and every version stays readable here. The contract languages are German and English, and where they differ, the German version prevails (section 16).

1.3 The account is free of charge.

1.4 A Customer orders products and seats by accepting our offer (“Order”). The Customer's deviating, conflicting or supplementary terms do not become part of the contract, even if we do not expressly object to them.

1.5 Price, term, payment, termination, number of seats, renewal and, for a dedicated instance, its availability and support are stated in the Order, and on those points the Order prevails over these Terms.

1.6 Prices exclude VAT.

1.7 We sell products to companies, universities and other bodies, not to consumers.

2 Use of the Service

2.1 Use the Service lawfully and under these Terms, without infringing the rights of others or submitting unlawful content.

2.2 Submit other people's data only where you are allowed to.

2.3 Do not (a) disrupt or overload the Service, (b) circumvent its security or access controls, (c) access what is not yours, or (d) introduce malicious software.

2.4 Do not extract data from the Service by automated means, for example by scraping, except through the export features and the agent access we provide.

2.5 With an agent credential you create, an agent can act as you through our API or a connected app.

2.6 You answer for what an agent does with your credential as if you had done it yourself, and these Terms apply to its use.

2.7 An organization's administrators may decide not to allow agent credentials for the organization.

2.8 Reselling the Service or offering it to third parties needs our prior consent in text form.

3 Account responsibilities

3.1 You can create an account if you are at least 16 years old.

3.2 Give accurate information.

3.3 Keep the sign-in codes we send you to yourself and do not share your account.

3.4 You answer for any use of your account that you permit or negligently make possible.

3.5 If you learn of unauthorized use, tell us at once.

3.6 How we handle personal data is described in the privacy notice (https://techtropy.com/privacy-notice).

4 Organizations and teams

4.1 Content you submit to an organization, team, strategy or simulation is seen by its other members. It stays there when you leave, and you then lose access to it.

4.2 An organization's owners and administrators manage its members and access and answer for the use of the Service in that organization. We may follow the owners' and administrators' instructions on content and membership.

4.3 Where we process personal data of the members of a Customer's organization on that Customer's behalf, the Customer is the controller under the GDPR. The data processing agreement sets out the dividing line.

5 Intellectual property

5.1 All rights in the Service, including its software, content, scenarios and the computed results of the simulations, belong to us or our licensors.

5.2 You may use the Service as intended for as long as you have access. This right is non-exclusive and non-transferable.

5.3 Without our prior consent you may not copy, distribute or modify the Service or use our trademarks or logos.

5.4 Reports and data exports are for use within your organization.

5.5 You may use text a model drafts for you within these Terms. We claim no rights in it and do not warrant that it is correct or unique.

6 User content

6.1 Content you submit stays yours.

6.2 You allow us to store, reproduce, adapt and display your content as far as we need to operate and secure the Service. That includes showing it to the people you share it with and having a model process it when you call an AI feature. This right is non-exclusive and worldwide, and it ends when the content is deleted from the Service.

6.3 We do not train AI models with your content.

6.4 You are responsible for your content and confirm that you hold the necessary rights to it and that it violates no law and no third-party right.

6.5 We may remove or block content that violates these Terms or the law. You can report unlawful content to us at legal@techtropy.com. If we remove or block content, we tell the User who submitted it the reasons. A person on our team decides on each report, without automated means.

7 Data processing

Where we process personal data on behalf of a Customer, the data processing agreement (https://techtropy.com/data-processing-agreement) applies and forms part of these Terms. Whoever accepts these Terms for a Customer thereby also accepts the data processing agreement for the Customer.

8 Business customers

8.1 This section applies to Customers that use the Service as business customers. Which section applies to a Customer is determined by its Order or, without an Order, by the segment shown in the settings of its organization.

8.2 A Customer that uses the Service in teaching tells us, and the section for educational institutions applies to it.

8.3 A simulation serves the Customer's own strategy work.

8.4 The Service computes simulated outcomes by fixed rules from the assumptions of a scenario and the decisions the Customer enters. We owe that computation, not a match with real developments.

8.5 The figures the Customer enters about its company and market are its assumptions, and it answers for their accuracy and its right to use them.

8.6 The Customer takes its decisions itself, and a decision taken on a simulated outcome is its own act.

8.7 A simulation evaluates no person.

9 Educational institutions

9.1 This section applies to Customers that use the Service in teaching. Which section applies to a Customer is determined by its Order or, without an Order, by the segment shown in the settings of its organization.

9.2 The simulations are learning simulations, and their results are no basis for real business decisions.

9.3 Do not influence a simulation through technical means outside of regular play.

9.4 We may adjust, reset or archive a simulation and its parameters to keep a cohort's play balanced and orderly.

10 AI features

10.1 Some features use a model. The AI transparency notice (https://techtropy.com/ai-transparency-notice) says which. A model's output is a draft for a person to check, not a decision and not advice.

10.2 Do not use a model's output to judge, rank or decide anything about a person, or to evaluate learning outcomes or examination performance in education or vocational training.

10.3 Do not use the Service, the strategy fox included, (a) to recruit, select, assess or monitor employees or job candidates, or (b) to decide on their employment, tasks, promotion or dismissal.

10.4 An instructor or facilitator must not use a model's comments in a simulation to assess players or participants.

11 Availability and warranty

11.1 For free use we owe no particular availability. For ordered products the availability agreed in the Order applies.

11.2 Statutory warranty law applies to defects.

11.3 Toward businesses, legal entities under public law and special funds under public law, we are not liable without fault for defects that already existed when the contract was concluded (Section 536a (1) alt. 1 BGB).

11.4 The computer companies, brands and people in a scenario are fictional. The market figures of a scenario we provide are invented or built from published statistics.

11.5 A simulation is no statement about a real company, and the Service provides no financial, investment, legal, tax or other professional advice.

11.6 Simulated outcomes, standings and values and a model's output are no promise of a real result, give no claim to one and have no monetary value.

11.7 A difference between a simulated outcome and a real development is no defect of the Service.

11.8 We do not vouch for other Users' content.

12 Changes to the Service

12.1 We may (a) add, change or remove features, (b) introduce usage limits, and (c) interrupt the Service temporarily, for example for maintenance. This applies as far as the change is reasonable for you and the Customer, taking our interests into account. We do not restrict the essential functions of an ordered product during the term of the Order.

12.2 We announce a change that strongly restricts features you use, where possible in advance.

12.3 We need not keep content indefinitely and may delete it after a reasonable period once a feature or your access ends.

13 Termination

13.1 You may end free use at any time by deleting your account in the account settings.

13.2 We may terminate free use with 30 days' notice.

13.3 For good cause, such as a serious or repeated violation of these Terms, a legal duty or a risk to the security of the Service, we may suspend or terminate access at once.

13.4 A Customer can request its data until 30 days after the contract ends, and after that we delete it as the data processing agreement provides.

13.5 Provisions meant to outlast the end, such as those on intellectual property, liability and governing law, continue to apply.

14 Limitation of liability

14.1 We are liable without limit (a) for intent and gross negligence, (b) for injury to life, body or health, (c) for defects fraudulently concealed and for guarantees we have given, and (d) under mandatory laws such as the German Product Liability Act (Produkthaftungsgesetz).

14.2 For slight negligence we are liable only if we breach an essential contractual obligation. An obligation is essential if its fulfillment makes proper performance of the contract possible in the first place and you and the Customer may regularly rely on it. In that case our liability is limited to the foreseeable damage typical for this type of contract.

14.3 Beyond 14.1 and 14.2 we are not liable.

14.4 These limits also apply in favor of our legal representatives, employees and vicarious agents (Erfüllungsgehilfen).

15 Governing law

15.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you are a consumer, you keep the protection of the mandatory rules of the country where you usually live.

15.2 If you are a merchant, a legal entity under public law or a special fund under public law, our seat in Germany is the exclusive place of jurisdiction for all disputes arising out of or in connection with the contract.

15.3 We are neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board (Section 36 VSBG).

16 Language

These Terms are available in German and English. In the event of a discrepancy or doubt as to interpretation, the German version alone prevails.

17 Severability

If a provision of these Terms is or becomes invalid, the other provisions remain valid and the statutory rule takes the place of the invalid provision.

18 Changes to the Terms

18.1 We may change these Terms (a) when laws or case law change, (b) when the security of the Service requires it, (c) when we introduce or change features and the Terms must be adapted for that reason, or (d) when we clarify the wording without changing rights and duties. We do not use this procedure to change main performance obligations or to shift the balance of performance and price to your disadvantage.

18.2 We offer a change to you at least 30 days before it takes effect, in the Service or by email. If you do not object by then, the change counts as accepted. We point this out specifically in the offer.

18.3 If you object, either side may terminate the contract as of the date the change takes effect.

18.4 Changes that 18.1 does not allow need your express consent.

19 Contact

If you have any questions about these Terms, contact us at: legal@techtropy.com.