



DATA PROCESSING

Data Processing for Web Subscriptions

Web contract package 1.5 with DPA 1.6 and Annexes

WEB VERSION 1.5 - DPA 1.6

Version	1.5
Language / Sprache	English convenience translation - German controls
Doli contact / Doli-Kontakt	info@doliapp.de

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Public master

This file contains no Customer data. A Customer-specific contract copy is generated privately only after effective activation. Publication of this master does not enable a country or any business function.

Data Processing Agreement

Version: 1.6

This English version is provided for convenience. The German version controls.

1. Parties and scope

This Article 28 GDPR Data Processing Agreement ("DPA") is between the business customer named in the electronic acceptance record ("Customer") and V-IZ Video-Integrationszentrum, sole proprietor Fuat Karacocuk, operating under the Doli product name, S 3, 2A, 68161 Mannheim, Germany, info@doliapp.de, VAT ID DE446446262 ("Doli"). It applies only to Doli business accounts and instructed processing described in Annex 1.

2. Priority and definitions

This DPA supplements the Business Terms and prevails for conflicts concerning personal-data processing. GDPR terms retain their statutory meaning. "Customer Data" means personal data Doli processes on behalf of the Customer. "Applicable Data Protection Law" means mandatory privacy law applicable to the relevant processing.

3. Customer role and Doli roles

The Customer selects whether it is a **controller or processor**. A processor Customer acts for one or more upstream controllers and engages Doli as a further processor.

Doli is a processor/subprocessor for customer-directed audio, text, chat, subtitles, images, PDFs, document content, response wishes, generated translations or explanations, and routing data strictly necessary for that content. Doli is an independent controller for account and authentication, business profile and representative, role selection, acceptance and evidence, web or earlier Store purchase, entitlement, allowance, reconciliation, accounting, legal defense, and Doli's own support, security, fraud, abuse, and reliability data.

4. Subject matter, duration, nature and purpose

The subject matter is Doli's real-time interpretation, chat and subtitle translation, and camera, image, PDF, and document explanation including reply suggestions. Instructed processing begins only with an activated business contract and ends with the service unless earlier deletion or mandatory retention applies. Annex 1 defines purposes, data, data subjects, and deletion criteria.

5. Instructions and purpose limitation

Doli processes Customer Data only on documented instructions unless Union or Member State law requires otherwise and gives prior notice where permitted. The Business Terms, this DPA, its Annexes, account configuration, and lawful feature use are initial documented instructions.

Zero data retention applies to the project identified in Annex 1 as defined by Google: the exception from Vertex abuse-monitoring prompt logging is approved, the project's data cache is disabled, and Doli uses no storing Google features. Lawful use within that scope constitutes the documented instruction. If any of these conditions ceases to apply, Doli informs the controller without undue delay. Doli does not promise exclusively European processing of all providers' account, billing and technical service data. Further instructions must be in text form. Doli promptly reports an instruction it believes unlawful and may suspend it while the parties clarify it.

6. Customer obligations

The Customer ensures a lawful basis, transparency, lawful transfer, protected devices, and access only by authorized adults. Special-category data may be submitted only with a lawful basis, necessity, and appropriate safeguards.

A processor Customer warrants that each relevant upstream controller has authorized the instructions, Doli, and Doli's content subprocessors. It forwards notices about incidents, subprocessors, unlawful instructions,

data-subject requests, audits, and transfers without undue delay. Upstream controller identity is not collected by default; the Customer provides it to info@doliapp.de when required for a record, notice, audit, or request.

7. Confidentiality and security

Doli ensures authorized persons are bound by confidentiality or an appropriate statutory duty and receive only necessary access. Doli maintains Annex 2's technical and organizational measures. Measures may evolve if the agreed overall level of protection is not materially reduced.

8. Subprocessors

The Customer gives general written authorization for Annex 3's direct subprocessors. Doli flows down Article 28 obligations and remains fully liable to the Customer for performance of its subprocessors' obligations. Doli gives at least 30 days' notice of a new or replacement direct subprocessor. The Customer may object on documented privacy grounds and may terminate the affected service when the change takes effect if no reasonable solution exists.

9. International transfers

Restricted transfers occur only on documented instructions, as required for the agreed service, and under applicable transfer law. Annex 4 applies based on the server-enabled Customer country and actual transfer. SCCs or regional addenda are incorporated only when the concrete transfer requires them.

10. Assistance and data-subject rights

Doli assists, taking account of the processing nature, with data-subject rights, security, impact assessments, and authority consultation to the extent the processing concerns Doli and information is available. Doli forwards permissible Customer Data requests and does not answer independently without instructions.

Extraordinary assistance beyond the regular service may be charged reasonably only after advance cost information. No charge applies where Doli's or its subprocessor's breach caused the work.

11. Personal-data breaches

Doli notifies the Customer without undue delay when Doli becomes aware of a Customer Data breach and does not wait for internal confirmation. As available, the notice states the nature, categories and approximate numbers of affected people and records, contact point, likely consequences, and remedial or mitigation measures. Missing information follows in phases.

12. Return and deletion

At service end, Doli returns or deletes Customer Data at the Customer's choice and deletes remaining copies unless mandatory law requires retention. Mandatorily retained data is restricted, purpose-limited, and deleted when the period ends. Doli passes valid deletion instructions to affected subprocessors.

13. Evidence and audits

Doli first provides current security documentation, agreements, TOMs, certificates, provider reports, and reasonable questionnaires. If those are reasonably insufficient, the Customer may conduct one reasonable audit per twelve-month period. Additional audits are permitted after an incident or on competent-authority order. Audits use reasonable notice, business hours, confidentiality, and minimal disruption. The Customer bears its costs unless a material Doli-attributable breach is found.

14. Provider safety and policy processing

Since 25 September 2026, Doli processes all content through Google Cloud Vertex AI: spoken translation and the language request at start with Gemini 3.8 Live, chat, captions and letter and image explanations with Google's Gemini Flash models. The model location is set to the Google Cloud EU multi-region for all of these features; in normal operation they all use the EU endpoint of the Vertex API. The same route serves personal and business accounts; there is no longer a commitment to Germany. The Gemini Developer API of Google LLC is no longer used.

For captions, Doli's relay splits the microphone signal by loudness into speech segments and sends each segment as a short audio file inline in the request to a Gemini Flash model; neither the File API nor Google Cloud Storage is used for this. The relay only detects pauses in speech; it identifies no persons and creates no voice profiles. The segments stay only in memory until the translation returns (at most 12 seconds) and are not stored. As a fallback, captions can temporarily run on Gemini 3.5 Live Translate. The relay then streams the microphone signal continuously through the global Vertex endpoint, because Google does not offer this model on the EU endpoint; the model location remains the EU multi-region. In both cases the same subprocessor processes the same data types for the same purpose.

Google processes Vertex Customer Data as a subprocessor under its Cloud Data Processing Addendum. Zero data retention applies to Google Cloud project 674711097607 as defined by Google: Google approved the requested exception from abuse-monitoring prompt logging, the project's data cache is disabled, and Doli uses no feature under which Google stores content. Google therefore processes conversation content only for the respective request and stores it neither for abuse review nor in a cache. Automated safety checks during processing remain in place. If any of these conditions changes, Doli updates this notice.

Google does not use Vertex Customer Data to train or fine-tune AI models without prior permission or instruction. Doli gives no such permission for conversation content. Doli does not sell content or use it for advertising or profiling.

Doli does not use session resumption, search or maps grounding, stored interactions or explicit context caching. Google's in-memory cache is disabled for the Doli project.

Doli gives no professional-secrecy commitment under section 203 of the German Criminal Code. No separate agreement of that kind forms part of this service. Annexes 1 and 3 provide further details.

15. Electronic acceptance and activation

For a new business agreement through the website, the displayed web terms and, where applicable, the pay-as-you-go addendum govern formation and technical activation. The representative must have authority to bind the Customer. A browser display or redirect is not sufficient technical evidence of activation.

Earlier native business purchases remain governed by the Apple App Store or Google Play and RevenueCat activation route identified in their acceptance record. New business plans are concluded exclusively through the website.

After activation, the Customer receives a personalized immutable contract copy with party and representative details, role, document versions and hashes, acceptance and activation times and a non-sensitive purchase or setup reference.

16. Term, amendments and final provisions

This DPA applies for instructed processing. Amendments require at least text form; mandatory data-subject and authority rights remain unaffected. German law applies. Principal-agreement jurisdiction applies only where lawful. Invalidity of one term does not affect the remainder.

Annexes: (1) Processing Details, (2) Technical and Organizational Measures, (3) Provider and Role Schedule, and (4) International Schedules.

Annex 1 - Processing Details

Version: 1.6

This English version is provided for convenience. The German version controls.

1. Subject matter and purposes

Doli processes Customer Data for transient real-time interpretation, chat and subtitle translation, image/PDF/document explanation, suggested replies, secure routing, feature control, and deletion. Doli separately processes account, contract, purchase, and its own security purposes as an independent controller.

2. Categories of data subjects

- authorized users and Customer personnel;
- Customer clients, prospects, visitors, and suppliers;
- conversation partners and people appearing in submitted content;
- business-account representatives and administrators.

3. Categories of personal data

Customer-directed content: microphone and speech audio, source and target language, chat, subtitles, response wishes, photos, scans, images, PDFs, document content, and generated translations or explanations.

Required routing data: short-lived technical session, ticket, language, format, and error data strictly necessary for immediate content processing.

Special-category or criminal-offence data may occur in free speech or documents although Doli is not designed for it. The Customer may submit it only with a lawful basis, necessity, and appropriate safeguards.

4. Processing operations

Receipt, transmission, authentication, validation, bounded buffering, analysis, translation, generation, output, blocking, and deletion. Doli does not sell Customer Data or use it for advertising, profiling, or training its own or third-party general AI models.

5. Retention and deletion criteria

Category	Criterion
Content in Doli systems	Bounded active-request/session memory and technically necessary temporary recordings on the device; temporary recordings are deleted after processing or cancellation; discarded on completion, cancellation, or secure termination. No Doli conversation history or content in Doli logs/backups.
Google Vertex AI	Zero data retention for Google Cloud project 674711097607 as defined by Google: approved exception from abuse-monitoring prompt logging, data cache disabled, no storing features. Content is processed only for the respective request.
Google features	No Live Session Resumption, Search/Maps Grounding, File API, stored Interactions, or explicit context caching; the project's data cache is disabled.
Routing data	Only as required for active processing, secure termination, and coarse error handling; then deleted or anonymized.
Mandatory evidence	Restricted and purpose-limited only for the applicable statutory period.

Remaining Google retention is a documented service limitation; Doli cannot cause early deletion through the app.

6. Doli independent-controller processing

The DPA excludes account/authentication, business profile, representative, role selection, acceptance/evidence, web or earlier Store purchase, entitlement, allowance, reconciliation, accounting, legal defense, and Doli's own support, security, fraud, abuse, and reliability data. Doli's privacy notice governs it. Annex 3 describes Google's separate role for account, billing, communications, feedback, and technical usage data.

Since 25 September 2026, Doli processes all content through Google Cloud Vertex AI: spoken translation and the language request at start with Gemini 3.8 Live, chat, captions and letter and image explanations with Google's Gemini Flash models. The model location is set to the Google Cloud EU multi-region for all of these features; in normal operation they all use the EU endpoint of the Vertex API. The same route serves personal and business accounts; there is no longer a commitment to Germany. The Gemini Developer API of Google LLC is no longer used.

For captions, Doli's relay splits the microphone signal by loudness into speech segments and sends each segment as a short audio file inline in the request to a Gemini Flash model; neither the File API nor Google Cloud Storage is used for this. The relay only detects pauses in speech; it identifies no persons and creates no voice profiles. The segments stay only in memory until the translation returns (at most 12 seconds) and are not stored. As a fallback, captions can temporarily run on Gemini 3.5 Live Translate. The relay then streams the microphone signal continuously through the global Vertex endpoint, because Google does not offer this model on the EU endpoint; the model location remains the EU multi-region. In both cases the same subprocessor processes the same data types for the same purpose.

Annex 2 - Technical and Organizational Measures

Version: 1.6

This English version is provided for convenience. The German version controls.

These risk-based measures are the minimum state to be demonstrated and may evolve without materially reducing the agreed protection level.

1. Organization and responsibility

- Operator and privacy contact: V-IZ Video-Integrationszentrum, sole proprietor Fuat Karacocuk, info@doliapp.de.
- Documented operational, development, support, and incident responsibilities.
- Confidentiality duties for people with administrative access.
- Periodic review of data flows, providers, and release gates.

2. Access control

- Least privilege, need to know, and individual revocable access.
- Multi-factor authentication where technically available.
- Key-only Hetzner SSH; production secrets remain server-side.
- Doli's real-time server runs in a container without root privileges, without additional Linux capabilities and with a read-only file system.
- Rotation and immediate revocation on suspected compromise.

3. Transmission security

- HTTPS/TLS and WSS transport.
- One-use tickets and provider credentials excluded from URLs/content logs.
- Size, format, and source validation for frames and files.
- Doli's server signs in to Google without a service account key: workload identity federation with X.509 certificates that are valid for 30 days, renewed automatically and approved one by one by fingerprint. The service account may only call AI models.
- Other API keys restricted to the required project and service.

4. Separation and authorization

- Supabase Row Level Security and owner-bound rules.
- Private control tables outside the public Data API and default deny.
- Server binding of user, session, ticket, allowance, and contract.
- Content features only after a valid DPA and active business entitlement.

5. Data minimization and content boundary

- Technically necessary temporary recordings on the device are deleted after processing or cancellation. Files selected or expressly saved by users remain under their control.
- No persistent Doli conversation history of audio, transcripts, translations, prompts, images, documents, or suggested replies.
- Bounded memory buffers cleared on completion, cancellation, overflow, sign-out, or secure termination.
- No Live Session Resumption, Search/Maps Grounding, File API, stored Interactions, or explicit context caching.
- Gemini Developer Logging/Datasets and RevenueCat Rico disabled.
- Zero data retention applies to Google Cloud project 674711097607 as defined by Google: approved exception from Vertex abuse-monitoring prompt logging, data cache disabled, no storing Google features.

6. Integrity, abuse, and cost controls

- Authenticated one-use, short-lived relay tickets.
- Server-authoritative allowance checks, atomic reservations, and usage records.
- Shared-allowance serialization across concurrent devices.
- Hard size, queue, and duration limits with fail-closed termination.
- Relay-created provider setup; client setup is discarded.

7. Availability and recovery

- Health checks, automatic container restart, and TLS termination.
- Necessary-metadata backups only; no Doli conversation content.
- Database, Edge, and Relay recovery/rollback procedures.
- Fail-closed behavior for inconsistent session or contract state.

8. Logging and monitoring

- No conversation content, prompts, translations, credentials, or authorization headers in Doli operational/security logs.
- Coarse errors, timestamps, states, and necessary technical security data only.
- Restricted log access and provider-security-notice review.

- Separate Google policy enforcement under Annex 1.
- Automatic alerts on every change to the Google sign-in configuration, on refused renewal requests and when the server certificate is no longer accepted or about to expire.

9. Secure development and change control

- Version control, code review, and automated privacy/security tests.
- Database migrations, RLS, and pgTAP tests.
- Type checks and tests before Relay, Edge, or app changes.
- No secrets, production data, or private evidence in the repository.

10. Deletion and processing end

- Session stop closes provider connections and clears content buffers.
- Valid deletion instructions are documented and flowed down.
- At contract end, return or deletion and deletion of remaining copies except restricted data under mandatory retention.
- Separate purpose-limited retention of statutory contract evidence.

11. Incident response

- Documented detection, containment, evidence, recovery, and review.
- Immediate revocation of compromised keys, accounts, and sessions.
- Customer notice upon awareness without waiting for internal confirmation.
- Phased categories/counts, contact, consequences, and measures as available.

12. Provider and physical security

- Supabase: Central EU (Frankfurt) primary project region, DPA and TIA.
- Hetzner: Nuremberg Relay, concluded DPA, public TOMs/subprocessor list; confidential evidence remains private.
- Google: Cloud Data Processing Addendum for Vertex content; zero data retention for project 674711097607 (approved logging exception, data cache disabled). No promise of EU-only processing of all service data.
- RevenueCat: DPA/SCCs and Rico disabled.
- STRATO: contract email under DPA/TOMs; Netlify public website only, without forms.

Annex 3 - Provider and Role Schedule

Version: 1.6

This English version is provided for convenience. The German version controls.

Change notice: at least 30 days before a new or replacement direct subprocessor.

1. Direct subprocessors for Customer Data

Provider	Role and service	Location / transfer	Current evidence
Hetzner Online GmbH	Subprocessor for Relay handling of transient audio, text, image, document content, and required routing data	Nuremberg, Germany; further providers per vendor documents	Hetzner DPA · Hetzner TOMs · Hetzner Subprocessor List
Google Cloud EMEA Limited, 70 Sir John Rogerson's Quay, Dublin 2, Ireland	Vertex AI for transient audio, text, image and document processing; zero data retention for project 674711097607 (approved logging exception, data cache disabled)	Vertex AI: Google Cloud EU multi-region for spoken translation, the language request, text, captions, images and documents; transfer under Cloud DPA and applicable mechanism	Google Cloud DPA · Google Abuse Monitoring · Google Data Retention
Supabase, Inc.	Subprocessor only for Customer Data Supabase actually receives, including short-lived Edge/session data	Central EU (Frankfurt) primary region; further processing under DPA/TIA	Supabase DPA · Supabase TIA

Doli flows down required obligations and remains fully liable for performance of these subprocessors' obligations.

2. Providers for Doli independent-controller data

- **Google is an independent controller** for separate Cloud Service Data, such as account, payment, configuration, technical usage and communication data, under the Google Cloud Privacy Notice: [Google Cloud Privacy Notice](#). That notice covers Service Data, not Customer Data processed under the Cloud DPA.
- **Supabase** is Doli's processor for account, contract, purchase, artifact, and security records.
- **RevenueCat, Inc.** is Doli's processor for Store purchase, entitlement, and reconciliation-not a content subprocessor. When purchase services are used, its SDK may process technical customer information, product identifiers, offerings, and purchase processing before business-contract activation. Its DPA and subprocessor list are at [RevenueCat DPA](#).
- **STRATO AG** is Doli's processor for personalized-contract email from info@doliapp.de-not a content subprocessor.
- **Netlify, Inc.** is Doli's processor only for public website hosting; no Netlify forms are used, and Netlify receives no personalized contract PDFs. Evidence: [Netlify DPA](#) and [Netlify Subprocessor List](#).

3. Independent-controller Stores and changes

Apple App Store and Google Play are generally independent controllers for Store account, payment, renewal, cancellation, and refunds under their own terms. Doli reviews provider lists based on risk, gives DPA notice, and handles documented objections under DPA Section 8.

Annex 4 - International Schedules

Version: 1.6

This English version is provided for convenience. The German version controls.

These schedules apply only when the versioned country catalog enables the Customer country and the concrete processing triggers the relevant schedule.

1. EU/EEA

Article 28 GDPR and the supervisory-authority model required by mandatory law apply. The DPA's general authorization, 30-day notice, objection, and termination rules apply. EU SCC Module 2 or 3 is incorporated only where an actual restricted transfer requires it; another EU/EEA state alone does not.

2. United Kingdom

Mandatory UK GDPR processor duties apply. A UK IDTA or UK Addendum applies only where a concrete UK restricted transfer requires it. Competent UK authority rights and mandatory law remain unaffected.

3. Switzerland

Terms are adapted to the revised Swiss FADP where required. FDPIC competence and rights remain unaffected. Swiss adaptations to the EU SCCs apply only to a concrete transfer lacking adequate protection.

4. United States

Where covered state law treats Doli as service provider or contractor, Doli uses personal data only for specified business purposes; does not sell/share; does not combine outside the direct relationship except where allowed; provides equivalent protection and subprocessor flow-down; gives inability-to-comply notice; and permits reasonable monitoring, audit, and remediation. No HIPAA, FERPA, regulated-finance, biometric, or child-directed commitment is made.

5. Brazil

Where LGPD applies, controller/operator terms follow the actual processing; Doli is operator/suboperator for Customer Data. ANPD rights remain unaffected. ANPD clauses or other transfer mechanisms apply only when the actual international transfer requires them.

6. General international framework

Applicable Data Protection Law governs other enabled countries. Mandatory local rights prevail only as required. This schedule neither claims compliance with every law nor enables a country. Only the server-side versioned country catalog authorizes new purchases, after review of provider availability, sanctions, transfers, and the legal position. New business contracts are concluded exclusively through the Doli website.

Business Terms

Version: 1.6

This English version is provided for convenience. The German version controls.

1. Scope and parties

These terms govern Doli business plans between the business named in the acceptance record ("Customer") and V-IZ Video-Integrationszentrum, sole proprietor Fuat Karacocuk, operating under the Doli product name, S 3, 2A, 68161 Mannheim, Germany. Consumer agreements are outside scope. New business plans are concluded exclusively through the Doli website. Authorized personnel use their own Doli accounts and may join the business account's shared usage through pairing.

2. Eligibility and authority

Account owners, representatives, and authorized users must be at least 18. The representative confirms authority to bind the Customer and accept the DPA, these terms, and privacy notices. The Customer protects access and is responsible for use of its authorized devices.

3. Contract documents and language priority

The contract includes these terms, the DPA and Annexes, the displayed web terms and, where applicable, the pay-as-you-go addendum, and privacy notices. Earlier app-store purchases remain governed by the documents in their acceptance record. German controls; English is for convenience. Mandatory law remains unaffected.

4. Acceptance and activation

A person authorized to represent the Customer accepts the documents on the Doli website. The displayed web terms and selected plan govern contract formation and technical activation. The representative need not own the business. Confirmation alone, a link or a return from the payment provider does not create technical access. Doli verifies the matching setup or payment evidence server-side and associates it with the accepted contract. A personalized contract copy is provided after activation.

5. Service and technical limits

Doli supplies the selected interpretation, translation, and explanation functions subject to available devices, networks, providers, regions, and allowances. Outputs may be inaccurate, incomplete, or delayed. Doli does not guarantee uninterrupted, error-free, or worldwide availability.

6. Permitted business use

The Customer ensures lawful basis, notices, required consents/authority, and safeguards. Use is limited to server-enabled countries and authorized users. The Customer must not bypass safety controls or provider terms.

7. Excluded and regulated use

Doli is not intended for emergencies, clinical practice, diagnosis, treatment, medical/legal/financial advice, safety-critical instructions, or the sole basis of consequential decisions. Doli makes no HIPAA, FERPA, regulated finance, biometric, or child-directed commitment. Unlawful, abusive, or provider-prohibited content is forbidden. A Doli/provider safety message is not a conversation participant's statement.

8. Prices and payment

The displayed plan and, where applicable, the pay-as-you-go addendum determine price, billing period and payment. Business prices are net of any applicable VAT. New business agreements are concluded on the website. Earlier Apple or Google purchases retain their payment and refund routes. Doli devices are not currently for sale. Mandatory tax and payment law remains unaffected.

9. Term, renewal, and termination

The contract starts under the applicable formation terms and follows the selected plan. Cancellation stops renewal but may not end the paid period. A material document update may require reacceptance. Necessary retention, deletion, and evidence duties survive termination.

10. Warranties and liability

Statutory warranty and liability rules apply. Doli does not exclude liability where exclusion is mandatorily unlawful, including intent, gross negligence, or injury to life, body, or health. Any permitted limitation for simple negligence applies only to essential duties and foreseeable damage.

11. Privacy, confidentiality, and evidence

The DPA governs Customer Data; Doli's privacy notice governs Doli's controller processing. Personalized contract copies are private. The Customer may use its copy for evidence, audit, and legal purposes and must protect its personal data.

12. Amendments and final terms

Necessary changes use reasonable notice and a new version; reacceptance may be required. German law applies where permitted. Mannheim is the venue only where validly agreed. Mandatory local rights prevail; invalidity of one term does not affect the remainder.

Addendum for Web Purchases with Stripe Managed Payments

Version: 1.0

This English version is provided for convenience. The German version controls.

1. Parties, scope, and priority

This Addendum applies only to a Doli business plan purchased on the Doli website through Stripe Managed Payments by the business named in the electronic acceptance record ("Customer"). It supplements the Business Terms and the Data Processing Agreement with its Annexes ("DPA") identified in the acceptance record between the Customer and

Fuat Karacocuk, operating under the Doli product name

S 3, 2A, 68161 Mannheim, Germany

Email: info@doliapp.de

VAT ID: DE446446262

("Doli"). For this web purchase, this Addendum prevails only over provisions that assume a purchase through Apple App Store or Google Play, activation by RevenueCat, or processing by an app store. This Addendum does not apply to native purchases. The Business Terms, DPA, and Annexes otherwise remain unchanged.

2. Representative, accounts, and shared allowance

The web purchase may be made by the owner of the business or a person authorised to legally bind the Customer and accept the contract documents on its behalf. The purchase is not limited to sole proprietors.

The subscribing Doli account manages the plan and allowance. Employees and other authorised users use their own Doli accounts. Through device pairing, authorised paired devices may access the shared allowance of the subscribing account; the subscribing account's credentials are not shared. Pairing alone does not make a user the purchaser, a representative, or a contracting party.

3. Acceptance and technical provisioning

Before the paid checkout opens, the representative confirms the displayed DPA and their authority. Doli binds this provisional confirmation server-side to the exact authenticated user, the identified Customer and business profile, the selected role and plan, and the versions and hashes of the displayed contract documents. The confirmation alone creates no active paid contract, business entitlement, or allowance.

By activating the checkout button expressly indicating a payment obligation, the Customer makes a binding offer for the displayed business plan and the identified contract documents. Doli accepts it when Link SMP confirms the successful order and payment on Doli's behalf, at the latest by providing the paid service. The previously confirmed DPA thereby becomes part of the business contract.

For technical provisioning, Doli verifies the corresponding payment or invoice evidence server-side against the exact purchase authorisation and creates the contract and entitlement record once. A browser redirect, an open or failed payment, or unbound evidence is insufficient for that provisioning. A technical attribution problem does not undo a confirmed order or postpone its legal start. Doli promptly investigates such problems; the Customer's statutory claims remain unaffected.

A later paid renewal continues the selected plan but does not create a new DPA acceptance or another initial contract activation. A separate reacceptance may still be required if the contract documents materially change.

4. Sale transaction and Doli service

Sold through Link, LLC ("Link SMP") provides Stripe Managed Payments and facilitates the selected web sale transaction as merchant of record on behalf of Doli as seller and provider of the digital product. The [Sold Through Link Terms and Purchase Terms](<https://link.com/terms#sold-through-link-terms>) incorporated at checkout and applicable to the transaction govern order placement, payment methods and charges, transaction receipts and invoices, transaction support, and the management of renewal, cancellation, and refunds. Link SMP or a Stripe affiliate may decline, cancel, or refund a transaction in accordance with those terms. This Addendum promises no automatic cancellation or refund.

Doli remains responsible for delivery, product functionality, product-related support, and its other Doli service obligations. Payment to Link SMP or the relevant affiliate satisfies the Customer's payment obligation for the Order. The price, billing period, and renewal status displayed at checkout control the transaction; mandatory law remains unaffected.

5. Taxes, tax identification number, and invoices

Link SMP or Stripe affiliates calculate, collect, report, and remit indirect taxes only to the extent provided by the applicable Stripe Managed Payments documentation and the law of the relevant country. Where Link does not assume tax responsibility, the duties allocated by law remain unaffected; Link may issue an invoice in Doli's name.

A tax identification number is not required for provisional DPA confirmation. Where Link Checkout provides a voluntary field for it, the Customer may optionally provide its tax identification number to Link there; Link may request tax information under its terms for calculating taxes. Providing it alone does not mean that Link has successfully validated it or that reverse charge or another tax exemption applies. The tax treatment displayed at checkout and on the invoice, together with mandatory tax law, controls. A Link receipt or invoice is separate from Doli's contract copy.

6. Contract copy and DPA

After the one-time paid activation, Doli creates the personalised, immutable contract copy containing Customer and representative details, role selection, document versions and hashes, acceptance and activation time, and a non-sensitive purchase reference. Doli makes it available privately in the authorised account and sends it to the verified contract email address. It is not a Link payment invoice.

The DPA remains solely between the Customer and Doli. Doli remains the processor or subprocessor for the Customer Data identified in the DPA. This Addendum does not make Stripe or Link a party to the DPA or a sub-

processor for Doli's content service, and it does not change the content processing described in the DPA and its Annexes. Stripe or Link processes order, payment, tax, and transaction data under the terms and privacy notices applicable to the web purchase. Doli processes its account, contract, entitlement, allowance, reconciliation, accounting, support, security, and legal evidence as an independent controller under Doli's privacy notices.

7. Changing the business plan

A plan change offered through the Doli website changes the existing web subscription and does not create a second subscription. Before confirmation, Doli displays the target plan, amount due immediately, additional allowance, end of the current period, and price and allowance for the next billing period. Only the subscribing account may confirm a change on the Customer's behalf.

For an upgrade, the additional payment is the full difference between the two monthly plan prices. It is not reduced according to the days remaining. After successful payment is confirmed, the allowance increases by the full difference between the plans' monthly minutes. Minutes already used and the start and end of the current period remain unchanged. The additional minutes expire at the end of that current period; the change does not start a new month. The larger plan's price and allowance apply from the next period.

A downgrade is scheduled for the next billing period. The already paid period remains unchanged, and scheduling the downgrade creates no credit for that period. A Doli-scheduled change that has not yet taken effect can be withdrawn through the available management route. This does not cancel the subscription.

An open, cancelled, or failed additional payment activates no extra allowance. Further changes may be blocked while a previous change remains unresolved. Existing cancellations or other scheduled changes are not removed without express confirmation. Doli retains the original contract evidence and the separate plan-change evidence. The unchanged DPA continues to apply; a change in the minute allowance alone does not require acceptance of the same DPA again.

8. Term and final provisions

The Doli service contract is formed under Section 3 and runs according to the selected plan. An effective cancellation stops renewal under the applicable terms but does not necessarily end the already paid service period. Missing, withdrawn, or reversed payment or entitlement evidence may cause access to be blocked under the Business Terms. Mandatory rights and obligations remain unaffected.

Pay-as-you-go terms for business customers

Version: 1.1 This English version is provided for convenience. The German version controls.

1. Scope and setup

These terms supplement the Business Terms, DPA and Annexes, and web terms identified in the acceptance record for Doli's business usage plan. This addendum takes priority for conflicting price, minute-package, activation or plan-change provisions concerning this usage plan. The agreement is concluded exclusively through the Doli website by a person authorized to bind the Customer; that person need not own the business.

By expressly accepting the displayed documents and submitting the binding usage-plan setup, the Customer makes its offer. Doli accepts by confirming successful setup and enabling service. Technical access requires server verification of payment-provider evidence bound to that setup. A browser return alone is insufficient.

2. Price and monthly billing

The price is **EUR 0.05 net per minute**, equivalent to **EUR 3.00 net per hour**, plus any applicable VAT. There is no base fee or fixed monthly minute package. The new price applies from the change confirmed in the account; previously recorded usage and completed bills are not retrospectively repriced.

Usage is recorded to the second. The exact net rate is **1/12 of a cent per second**. Only the aggregate net amount for the monthly billing period is rounded once to euro cents; individual conversations are not separately rounded up to a cent amount. Billing takes place monthly in arrears. Tax treatment and any VAT are shown on the bill.

For live interpretation and live subtitles, active session time includes translation and playback; pauses count while the session remains active. Ending the session stops further time recording. Other features use the displayed Doli usage units: voice messages by duration rounded up to whole seconds, at least one second; text messages five seconds per started 50 characters; document pages 30 seconds each; reply drafts 30 seconds each. Clearly failed media requests are not billed as successfully consumed usage; uncertain outcomes are reviewed.

3. One-time starter minutes

A newly established business account receives **30 starter minutes once for the entire team**. They are used before paid usage and are not renewed per employee, device or billing month. Re-setup or cancellation does not reset used starter minutes. Personal free allowances are not additionally transferred to the business account.

There is no additional time-limited trial plan. The existing free Doli app remains independently available within its existing free offering.

4. Optional monthly limit

Doli imposes no general spending cap. Without a self-selected limit, authorized paid usage continues on a usage basis. The owner of the billing Doli account may set, change or remove a voluntary monthly limit in net euros. VAT is not included in that net limit. A limit of **EUR 0** pauses paid usage; no limit means no voluntary spending restriction.

The billing account may additionally set a separate net limit for each paired device. A default device limit applies to newly paired devices; applying it to existing devices requires an explicit choice. Individual settings are not silently overwritten. Each limit applies per monthly billing period of the business account, not as one shared budget for all devices. An optional overall limit remains effective in addition.

For a positive configured limit, **80-percent** and **100-percent notifications** are provided to the recorded contract address. Both email thresholds can be disabled separately in account settings. At 100 percent, further paid usage of the affected device is blocked until authorization is possible again within the applicable limits. An overall limit can block all paid usage. Correctly recorded usage already consumed remains billable. Email settings, sending and receipt are not prerequisites for the block. Starter minutes are used before paid usage. The device overview displays the limit status independently of email notifications.

5. Team and account management

The billing account manages shared usage, payment and the voluntary limit. Employees and other authorized users use their own Doli accounts and access the business account's authorization through permitted paired devices. Credentials are not shared. Pairing does not make employees purchasers or automatically appoint them as representatives.

The billing account may pair authorized devices using a short-lived code or a supported QR code and may unpair them again. Unpairing ends further access to the authorization; recorded usage remains. Pairing the same device installation again does not reset its usage during the current billing period. The billing account's own usage is displayed separately from paired employee devices.

The person authorized to represent the Customer when concluding the agreement and the billing-account owner may be different people. Account ownership and limit management do not replace the required authority to represent the Customer.

6. Ending the plan and final billing

The usage plan may be ended through the provided account-management route at the end of the confirmed billing period. Recorded usage is included in the final bill. Cancellation does not erase usage entries or previously used starter credit. Missing payment authorization or a failed payment may block further paid usage.

7. Privacy and devices

Doli processes metadata required for setup, shared usage, usage billing, limit management, notifications and contract evidence under its privacy notice. The DPA and Annexes govern conversation content. The service includes no commitment to zero data retention, exclusively EU model processing or professional secrecy under section 203 of the German Criminal Code. No such supplementary agreement has been concluded.

Doli devices are not currently for sale. The usage plan includes no device purchase.