

MergeMate B2B Product Terms

The AI Production Studio · professional and commercial use only

The German version shall prevail
unless expressly agreed otherwise.

PROVIDER

NOT ANOTHER MATE SOFTWARE GMBH

STEINEBACH 3 · 6850 DORNBIRN · AUSTRIA

DOCUMENT

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1. Scope and Contract Documents

- 1.1. These Product Terms apply to the use of MergeMate.ai, including the web application, cloud and API features, media management, AI-powered features, generation, transcription, translation, speech synthesis, collaboration, rendering and export ("MergeMate"). The provider is Not Another Mate Software GmbH ("NAM").
- 1.2. MergeMate is intended exclusively for entrepreneurs within the meaning of section 1 of the Austrian Commercial Code (UGB) or for persons and organisations entering into the contract in the course of their commercial, self-employed or professional activities. This includes, in particular, businesses, film production companies, agencies, brand studios, self-employed filmmakers, freelancers and commercially active creators. Contracts are not entered into with consumers; private or predominantly private use is not permitted.
- 1.3. NAM's General B2B Terms also apply. Depending on the contract, an Order Form, a service description, a Service Level Agreement, a data processing agreement ("DPA"), product-specific annexes or individually negotiated agreements may also apply.
- 1.4. In the event of conflicts, the following order of precedence applies: (1) individually negotiated agreements, including project-specific NDAs; (2) the Order Form or individual contract; (3) the DPA solely for data protection matters and the SLA solely for service levels; (4) these MergeMate Product Terms; (5) NAM's General B2B Terms; (6) other incorporated policies. Mandatory law remains unaffected.
- 1.5. Statements in roadmaps, previews, demos, marketing materials or concerning Beta, Preview and Lab features are binding only if they have expressly been agreed as a contractual obligation.

2. Contract Formation and Eligibility to Use

- 2.1. The presentation of plans and features constitutes an invitation to place an order. The customer submits an offer by completing the ordering process. The contract is formed upon express acceptance, activation of paid access or commencement of service provision by NAM. A mere acknowledgement of receipt constitutes acceptance only if it expressly states this.
- 2.2. Before an order is placed, the plan, price, taxes, billing period, term, automatic renewal, termination, material usage limits and applicable contract documents are made available in a form that can be saved. The customer can correct input errors before submitting the order.
- 2.3. Users must be at least 18 years old and have legal capacity. Anyone using MergeMate for a business or another legal entity confirms that they are authorised to register, order and administer the relevant Workspace.
- 2.4. Upon account activation or ordering, the customer shall provide its company name or professional designation, business address, country, legal form or type of activity, and the person acting on its behalf. Where available, VAT identification, commercial register or comparable business numbers must be provided. Self-employed persons and sole traders without such numbers may provide other suitable evidence of their professional or commercial activity.

- 2.5. Upon account activation or a legally material change, MergeMate requires separate express confirmations: (a) that the contract is entered into exclusively in the course of a commercial, self-employed or professional activity and that no private use is intended, (b) acceptance of the applicable B2B Product Terms, (c) assurance of the necessary rights of use and adaptation in all uploaded or entered materials, and (d) assurance of the necessary personality, data protection, domiciliary, property, trademark, design, performer, voice artist and other rights in depicted or recorded persons, voices, locations, products and signs. If the user acts for an organisation, the user also confirms their authority to create the account or make the relevant declaration. The confirmations are logged with the user, contract account, document and declaration version, and server-side timestamp. Upload, generation and editing features may not be used without the required confirmations.
- 2.6. NAM may require suitable evidence of business status and authority to represent, assess the plausibility of information automatically or manually, and reject an order or suspend an account pending clarification. If it transpires that a user is in fact acting predominantly for private purposes, NAM may terminate the contract for cause. Mandatory rights to which a person is entitled based on the actual circumstances, notwithstanding an incorrect business declaration, cannot be excluded merely by confirming business status.

3. Scope of Services, Third-Party Services and Beta Features

- 3.1. The specific scope of services is determined by the subscribed plan, the then-current product description and, where applicable, the Order Form. Supported models, formats, and storage, user, API, rendering and generation limits may vary by plan.
- 3.2. MergeMate coordinates its own software features with services of external cloud, search, analytics, payment, AI, model, transcription, speech, rendering and infrastructure providers. NAM does not itself operate or host most base models selectable through MergeMate.
- 3.3. Generally available paid features are provided with industry-standard care and substantially in accordance with the applicable product description. No particular commercial or creative outcome is owed.
- 3.4. Beta, Preview, Lab and Experimental features are clearly identified as such. They may be changed or discontinued, are not subject to any SLA or Output IP indemnity unless expressly agreed, and are not intended for business-critical, high-risk or particularly regulated use. DOP Director and comparable Lab features are not a contractually owed core service unless they are expressly designated as generally available.

4. Accounts, Workspaces, Roles and Sharing

- 4.1. Access credentials must be kept confidential. The customer is responsible for the actions of its authorised users to the extent that the customer is responsible for their selection, authorisation or conduct. Suspected misuse must be reported to NAM without undue delay.
- 4.2. Workspace Owners and administrators may invite users, assign roles, share content and projects, and manage settings. The customer is responsible for ensuring that these persons are duly authorised.
- 4.3. Sharing a project, timeline, Asset or Output with a Workspace or Workgroup may enable authorised members there to access it. Subsequent revocation of sharing does not automatically remove copies that have already been lawfully exported or downloaded.

- 4.4. Accounts may not be sold or transferred without NAM's consent. Technical safeguards, access restrictions and security mechanisms may not be circumvented.

5. Prices, Subscriptions and Plan Changes

- 5.1. Prices, taxes, term and billing period are displayed before ordering. Prices are net amounts plus statutory VAT unless expressly stated otherwise.
- 5.2. Unless otherwise stated during the ordering process, a monthly plan renews for one additional month at a time and an annual plan renews for additional periods of twelve months at a time unless terminated before the end of the current billing period. Termination takes effect at the end of the current period; access remains available until then.
- 5.3. An upgrade may take effect immediately and be charged on a pro rata basis. A downgrade generally takes effect from the next billing period. The feature, storage and user limits of the new plan apply once the plan change takes effect.
- 5.4. Billing periods already made available, consumed Credits and usage-based fees are not refunded solely due to non-use. Mandatory warranty, withdrawal and refund rights, as well as any expressly promised pro rata refund, remain unaffected.
- 5.5. Price changes for standardised plans generally take effect only from the next renewal period and are announced at least 30 days in advance. If a change is materially detrimental to the customer, the customer may terminate until the change takes effect. Urgent changes required by law or taxation remain unaffected.

6. Credits and Usage-Based Services

- 6.1. Credits are internal consumption units for certain AI, media, speech, analytics, rendering or other operations. Their price, included quantity, consumption logic and validity are displayed in the plan or before purchase.
- 6.2. Credits included in a plan ("Plan Credits") are consumed first and expire at the end of the respective billing period. They are not carried over to the next period.
- 6.3. Credits purchased in addition ("Additional Credits") are consumed only after Plan Credits and generally do not expire while the account remains active. They are non-transferable, cannot be redeemed for cash and do not bear interest.
- 6.4. Credits may be reserved when a chargeable operation is started. If the operation fails technically before an Output is provided, the reservation is released in accordance with the system and no final charge is made. If the operation is technically completed and an Output is provided, the Credits are deemed consumed—even if the creative result does not meet the customer's subjective expectations. No Credit or cash refund is provided for consumed Credits unless mandatory law or an express commitment requires otherwise.
- 6.5. In particular, there is no entitlement to release of a reservation or to a credit note where the customer aborts the operation, Inputs are impermissible or technically unsuitable, documented limits are exceeded, or errors occur in the customer's systems. NAM may issue goodwill Credits without being obliged to do so or establishing a legal entitlement for future cases.

- 6.6. Upon termination of the account, unused Credits can no longer be used. Plan Credits are not refunded. Mandatory statutory rights apply to Additional Credits; if NAM terminates the paid service without good cause attributable to the customer and without a reasonable opportunity to use them, any pro rata refund required by law is not excluded.

7. Customer Content and Necessary Service Licence

- 7.1. "Inputs" means all data, files, prompts, texts, images, audio, video, project, reference and other content entered, uploaded or transmitted by the customer or an authorised user. "Outputs" means customer-specific results generated through MergeMate at the customer's instruction. Inputs and Outputs are collectively referred to as "Customer Content".
- 7.2. The customer retains all rights in its Inputs. NAM does not acquire ownership of Customer Content.
- 7.3. For the term of the contract, the customer grants NAM a non-exclusive right, limited to the technically necessary processing locations, to process Customer Content solely to provide, transmit, convert, generate, display, back up, moderate, maintain, troubleshoot, bill for and support the services used. Disclosure is permitted only to engaged providers and subcontractors and only to the extent necessary for that purpose.
- 7.4. After the end of the contract, this right continues only to the extent and for as long as Customer Content is technically processed within export, deletion, provider and backup periods, or where statutory retention or specifically necessary legal defence requires it.
- 7.5. The customer warrants that it owns or has validly obtained all rights, consents, licences and clearances required to use MergeMate in respect of all Inputs and reference materials. This applies in particular to camera raw footage, images, videos, audio recordings, music, speech, texts, graphics, designs, trademarks, software, datasets, prompts, and existing or AI-generated media that are analysed, transcribed, translated, edited, combined, reproduced, communicated to the public, transmitted to external providers or used to generate new or derivative media.
- 7.6. The customer may not upload, enter, link or have processed any materials if it lacks the necessary rights of use, reproduction, adaptation, synchronisation, disclosure, publication or generation, or if the contractual technical disclosure to engaged providers would be impermissible. Mere possession of a file, public accessibility, purchase of a physical medium or availability on the internet does not establish any right of use or adaptation.
- 7.7. The warranty applies to the entire scope of processing and use initiated by the customer. If rights, consents or clearances subsequently cease to apply or are validly withdrawn, the affected material may no longer be used; the customer must remove it from active projects and Workspaces without undue delay and inform NAM insofar as further processing by NAM or a provider must be stopped. NAM may require suitable evidence and suspend affected content or features pending clarification.
- 7.8. If a third party validly asserts a claim against NAM due to an infringement attributable to the customer of copyright, related rights, trademark, design, personality, data protection, domiciliary, property, confidentiality or other rights through Customer Materials, instructions or their intended use, the customer shall indemnify and hold NAM harmless against reasonable defence costs and claims finally adjudicated or settled with the customer's consent. NAM shall inform the customer without undue delay, allow the customer to participate in the defence to the extent legally possible, and make no acknowledgement or settlement without the customer's consent. The indemnity does not apply to the extent that NAM culpably caused the claim.

8. Rights in Outputs and Human Review

- 8.1. To the extent that rights in Outputs arise and NAM is entitled to dispose of them, the customer receives those rights, upon full payment, without limitation as to time or territory for its agreed business or professional purposes. The customer may also use, transfer and sublicense Outputs for its clients, affiliates and commissioned service providers to the extent that third-party rights do not conflict.
- 8.2. MergeMate software, user interfaces, models, system prompts, general workflows, security mechanisms, documentation, Templates and other Background IP of NAM or third parties are not Customer Content and remain with their respective rightsholders.
- 8.3. AI Outputs are probabilistic and may be inaccurate, incomplete, erroneous, non-unique or similar to results of other users. Unless expressly agreed, NAM warrants neither copyright protection, registrability, exclusivity nor general freedom from third-party rights.
- 8.4. Before publishing or otherwise materially using Outputs, the customer shall review them with appropriate professional and legal care. This applies in particular to facts, translations, trademarks, music, persons, voices, designs, products, reference material and statutory labelling requirements.

9. External Models, Model Routers, Training and Data Use

- 9.1. **NAM does not use Customer Content to train or fine-tune its own generally available models or for advertising, references or Case Studies unless the customer has given separate, voluntary consent.**
- 9.2. External model providers, model routers and platform providers operate their models and infrastructure under their own technical and contractual terms. Depending on the selected model, route, tariff and provider, Customer Content may be stored or logged there, reviewed by humans for abuse monitoring, processed for service improvement or—where permitted by the applicable terms—also used for training or fine-tuning. NAM cannot categorically exclude this for all external models and routes.
- 9.3. To the extent available and reliably known, NAM provides information on the provider or router used, the purpose, known processing location, and training and retention. A model name does not necessarily identify the direct technical contracting party; a model may be run through a router or marketplace.
- 9.4. Retry, routing or fallback mechanisms may use another provider in the event of technical errors. Where a Workspace uses an expressly agreed Provider Allowlist, region, retention or confidentiality class, a fallback may not leave that boundary without prior selection by an authorised user. Without such a protection profile, processing may take place through a functionally suitable alternative route.
- 9.5. Customers may process confidential, NDA-protected, personal or otherwise sensitive content only through features and providers whose terms and protection profile are suitable for the specific purpose. In case of doubt, written approval or a corresponding Order Form with a Provider Allowlist is required before processing.
- 9.6. The use of external providers does not release NAM from its own statutory obligations or from responsibility for selection, integration, contractually owed configuration and transparent information. However, NAM gives no guarantee regarding acts of external providers beyond its reasonable control unless mandatory law provides otherwise.

10. Voices, Likenesses and Digital Replicas

- 10.1. Voices, faces, likenesses, movement data or other identity characteristics of real persons may be uploaded, cloned, synthesised or used only if the customer has a valid legal basis and all necessary personality, data protection, performer, voice artist and other rights.
- 10.2. Where relevant, the authorisation must cover the purpose, media, territory, duration, adaptation, synthetic generation and disclosure to engaged providers. NAM may require suitable evidence of rights and consent.
- 10.3. Deceptive imitation, identity misuse, unauthorised voice cloning, biometric identification or categorisation, emotion recognition and the processing of minors' content are prohibited unless the specific use has been expressly approved and is legally permissible.
- 10.4. The customer may not use Outputs in a manner that misleadingly asserts a statement, action, endorsement or identity of a person that does not exist. Statutory transparency and labelling requirements must be complied with.
- 10.5. For recordings or depictions of locations, buildings, interiors, products, packaging, trademarks, designs, works of art or other protected objects that are not generally free to use, the customer additionally warrants the necessary domiciliary, property, access, recording, trademark, design, copyright, confidentiality and exploitation rights. Persons have personality rights; in the case of locations and products, domiciliary, property, trademark, design, copyright and confidentiality rights may be affected in particular.

11. Acceptable Use, Notices and Suspension

- 11.1. MergeMate may not be used unlawfully, deceptively, discriminatorily, defamatorily, to glorify violence, in a sexually exploitative manner, to infringe third-party rights, distribute malicious code, circumvent security or for prohibited AI practices.
- 11.2. Unless expressly agreed, MergeMate is not intended for high-risk AI applications, medical diagnoses, safety-critical controls, social scoring or fully automated decisions with significant effects on natural persons.
- 11.3. Allegedly unlawful content or uses may be reported to hello@notanothermate.com. The notice should include the content or its location, the alleged infringement, reasons and contact details.
- 11.4. NAM may suspend or remove specifically affected content, users or features if a court or regulatory order has been issued or if, following reasonable review, NAM reasonably believes that a legal, security or material contractual breach has occurred. Measures shall be limited to what is necessary and proportionate.
- 11.5. Unless prevented by an imminent threat, a statutory prohibition or necessary preservation of evidence, NAM shall inform the customer in advance or without undue delay thereafter of the reason, scope, duration, means of remedy and review process. The measure shall be lifted once the reason ceases to apply.

12. Confidentiality and Reference Use

- 12.1. Non-public Customer Content, Outputs, Workspace configurations, access credentials and project information are deemed the customer's Confidential Information regardless of whether they are marked as such.

- 12.2. NAM protects Confidential Information with at least reasonable care and makes it accessible only to persons and subcontractors who need it to provide the services and are appropriately bound. Disclosures compelled by law remain unaffected; where permitted, the customer shall be informed in advance.
- 12.3. NAM may use the customer's company, name, trademarks or logo, the fact of the customer relationship, project descriptions, screenshots, metrics, Customer Content or Outputs as a reference, Case Study, advertisement or portfolio content only with separate prior consent in text form. Public release of the project does not replace this consent.
- 12.4. The confidentiality obligation applies for five years after the end of the contract and, for trade secrets, for as long as the statutory requirements for their protection continue to be met.

13. Data Protection and Security

- 13.1. Information on the processing of personal data is contained in the then-current Privacy Policy. To the extent that NAM processes personal data on behalf of a business customer, the parties shall enter into a DPA pursuant to Article 28 GDPR before the relevant processing begins.
- 13.2. The customer is responsible for the lawfulness of personal data it provides and for required information, consents and instructions. Special categories of personal data, professional secrets or particularly sensitive content may be processed only if this is expressly agreed and safeguarded technically and legally.
- 13.3. External providers may process data outside the EEA. Third-country transfers are carried out in accordance with applicable data protection law and the transfer mechanisms documented in the Privacy Policy or DPA. No blanket commitment is given that storage will take place exclusively in Europe.
- 13.4. NAM implements appropriate technical and organisational security measures. Absolute security or completely uninterrupted and error-free operation cannot be guaranteed.

14. Availability, Maintenance and Changes

- 14.1. A specific level of availability, response time or recovery time is owed only if expressly agreed in an SLA.
- 14.2. Planned material maintenance is announced in advance where possible. Security-critical or urgent maintenance may take place without prior notice.
- 14.3. NAM may develop, replace or discontinue features, models and providers if the principal paid service is substantially maintained. NAM generally provides at least 30 days' advance notice of material adverse changes to a core feature, agreed provider class, data region, confidentiality or Output rights. If no commercially and legally equivalent alternative is available, the customer may terminate with effect from the time of the change; prepaid fees for the unusable remainder of the term shall be refunded on a pro rata basis to the extent required by law.
- 14.4. Short-notice changes due to security, mandatory law or failure of a third-party provider may take effect sooner. NAM shall provide notice without undue delay and limit the change to what is necessary.

15. Export, End of Contract and Deletion

- 15.1. During the term, the customer may use the export features offered in MergeMate. Depending on the feature and plan, these may include media, renderings, timelines, FCPXML, subtitles, metadata or other documented formats. These exports do not automatically constitute a complete account or data portability export.
- 15.2. After the end of the contract, NAM generally keeps actively stored Customer Content available for 30 days for an export supported by Support or technically available, unless prevented by a security situation, statutory restriction or customer breach.
- 15.3. After this export window expires, active copies are generally deleted or anonymised within a further 30 days. Encrypted backups are generally overwritten in the regular documented cycle no later than within 90 days. Divergent periods of external providers, statutory retention, billing and security logs, and specifically necessary legal defence remain unaffected and shall be limited in purpose, scope and duration.
- 15.4. Complete removal from external provider, search, analytics, log and backup systems may require technical lead time. NAM does not owe immediate physical deletion of all copies, but rather implementation of the documented deletion process to the extent legally and technically required.
- 15.5. To the extent Regulation (EU) 2023/2854 applies to MergeMate, mandatory rights to switch providers, data access, portability and interoperability remain unaffected. NAM provides the information required by law regarding exportable data, formats, transition and retrieval periods.

16. Warranty

- 16.1. For generally available paid features, NAM warrants substantial conformity with the applicable product description. The information concerning probabilistic or non-protectable Outputs relates to their content and legal quality, not to the obligation to provide the agreed technical functionality.
- 16.2. Business customers shall report defects without undue delay and in a comprehensible manner, including steps to reproduce them. NAM may initially remedy the defect, provide a replacement service or offer a commercially equivalent workaround. NAM's [General B2B Terms](#) and the individual contract also apply to entrepreneurs.
- 16.3. The warranty and defect provisions of NAM's [General B2B Terms](#), as well as any differing provisions of an Order Form or individual contract, also apply.
- 16.4. No warranty is provided for disruptions caused by improper use, unsupported systems, unlawful or technically unsuitable Inputs, unapproved modifications or the customer's systems, to the extent that NAM is not responsible for those circumstances.

17. Liability

- 17.1. NAM has unlimited liability for intent, gross negligence, personal injury and under mandatory statutory liability provisions.

- 17.2. In relation to entrepreneurs, NAM is liable for slight negligence only where a material contractual obligation is breached and only for the damage typically foreseeable. Aggregate liability per contract year is limited to the net fees paid or payable for the affected service in the twelve months preceding the event giving rise to the damage; where the term is shorter, it is limited to the net fees agreed for the first twelve months. Different caps in an Order Form take precedence.
- 17.3. In relation to entrepreneurs, liability for lost profits, unrealised savings, indirect damage and consequential damage caused by slight negligence is excluded to the extent permitted by law and unless such damage constitutes a typically foreseeable direct consequence of the breached material obligation.
- 17.4. In the event of data loss caused by slight negligence, NAM is liable only for the typical restoration costs that would have been incurred had the available backup and export options been used appropriately.
- 17.5. NAM remains responsible for its own selection, integration, contractually owed configuration and security measures concerning external providers. For failures or acts of external providers outside NAM's reasonable control, NAM is liable only in accordance with the foregoing provisions and mandatory law.

18. Term, Termination and Termination for Cause

- 18.1. Ordinary termination of a subscription takes effect at the end of the current billing period. The right to terminate for cause remains unaffected.
- 18.2. Following a payment reminder and a reasonable cure period, NAM may suspend access due to payment default. Immediate temporary suspension is permitted insofar as it is necessary to avert specific security risks, unlawful use or to comply with a regulatory or court order.
- 18.3. Upon the end of the contract, the right to use MergeMate ends. Outputs already lawfully exported may continue to be used within the scope of the rights granted. Export and deletion are governed by section 15.

19. Business Status, User Roles and Representation

- 19.1. The contracting party is the commercially active natural or legal person or organisation with legal capacity specified upon account activation or ordering. The first registered user or designated Account Owner acts as the contact and, insofar as they make contractual or DPA declarations, as a person duly authorised to do so.
- 19.2. Other users of a business may use MergeMate only within the roles assigned to them and for business or professional purposes. The customer shall ensure that its users are informed of the applicable use, security, rights and data protection obligations.
- 19.3. Acceptance of a DPA, an Order Form, a Provider Allowlist, an SLA or other organisation-related contract documents is reserved to Account Owners or expressly authorised administrators. Irrespective of this, individual users confirm the terms applicable to their use and the rights in materials they provide.
- 19.4. The customer shall inform NAM without undue delay of changes to its business details, authority to represent or Account Owner. Where NAM has reasonable doubts, it may suspend organisation-related contract changes, uploads or generations pending clarification.

20. Changes to These Terms

- 20.1. For new contracts, the version incorporated when the contract is formed applies.
- 20.2. For ongoing contracts, NAM may amend these Terms for objective reasons, particularly due to changes in law, security requirements, new technologies or changes to the service, upon reasonable advance notice. The amendment may not unreasonably shift the contractual balance to the customer's detriment.
- 20.3. Material adverse changes are generally announced at least 30 days in advance. The customer may terminate the affected contract before the change takes effect if no reasonable equivalent alternative is offered. Rights concerning Customer Content already processed may not be retroactively expanded for training or advertising purposes.

21. Governing Law and Jurisdiction

- 21.1. Austrian law applies, excluding its rules on conflicts of laws and the UN Convention on Contracts for the International Sale of Goods.
- 21.2. For entrepreneurs, to the extent permitted by law, the court having subject-matter jurisdiction for 6850 Dornbirn has exclusive jurisdiction. NAM may also bring proceedings against entrepreneurs at their general place of jurisdiction.

22. Final Provisions and Contact

- 22.1. If individual provisions are invalid, the remainder of the contract remains valid. The statutory provisions apply; in relation to entrepreneurs, the parties shall agree on a permissible provision that comes as close as possible to the intended commercial purpose.
- 22.2. The German version prevails. Translations are provided for informational purposes only unless expressly agreed otherwise.
- 22.3. Legal notices and reports of unlawful content may be sent to the following address:

Not Another Mate Software GmbH

Steinebach 3, 6850 Dornbirn, Austria

Email: hello@notanothermate.com