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# Terms & Conditions

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## A General Terms and Conditions of AnyDesk Software GmbH

### 1. Provider and Applicability

1.1 These General Terms and Conditions apply only to businesses in the exercise of their commercial or self-employed professional activities and to legal entities under public law. They apply to all business transactions between AnyDesk Software GmbH (hereinafter referred to as "ANYDESK"), Türlenstraße 2, 70191 Stuttgart, (District Court Stuttgart HRB 748838) and the Customer, even if they are not mentioned in subsequent contracts.

1.2 Any conflicting, additional or deviating terms and conditions of the Customer shall not become part of the contract, unless ANYDESK has agreed to their validity in writing. These General Terms and Conditions shall also apply if ANYDESK provides a service to the Customer without



reservation in the knowledge of the Customer's conflicting, additional or deviating terms and conditions.

1.3 Any rights to which ANYDESK is entitled under statutory provisions or other agreements beyond these General Terms and Conditions remain unaffected.

## **2. Subject of Contract**

2.1 The required online registration of the Customer for the service offer of ANYDESK and the conclusion of the order take place under the condition of the exercise of a commercial or independent professional activity of the Customer.

2.2 The subject matter of the contract results from these General Terms and Conditions, the Supplementary Terms and Conditions that have priority in the scope of regulation (see B. and C. below) and the Service Level Agreement, the Agreement on the Processing of Personal Data (DPA) as well as from the service descriptions of the respective offers of ANYDESK (<https://www.anydesk.com/en/order>). Any deviating provisions, additional agreements or amendments to the contract must be made in writing.

2.3 Unless otherwise agreed in writing, ANYDESK may also use the services of suitable third parties to fulfill its contractual obligations. In this case ANYDESK is liable for these third parties as for subcontractors.

## **3. Contract Conclusion and Preconditions for Service Performance**

3.1 Offers from ANYDESK are subject to change and are non-binding, unless ANYDESK informs otherwise.

3.2 ANYDESK reserves all property rights, copyrights and other intellectual property rights to all offer documents. Such documents,



insofar as they are not publicly accessible, may not be made available to third parties.

3.3 A contract for the use of products and services of ANYDESK can be concluded both online by completing the order process and on the basis of an individual written offer. An order based on an individual written offer of the Customer becomes binding only when it is confirmed by ANYDESK by a written order confirmation within two weeks or ANYDESK executes the order, in particular ANYDESK fulfills the order by providing the ordered services. An order confirmation prepared with the aid of automatic equipment, which lacks a signature and name reproduction, shall be considered to be in writing.

ANYDESK's silence in response to offers, orders, requests or other declarations by the Customer shall only be deemed to constitute consent if this has been agreed in writing in advance. Insofar as the order confirmation contains obvious errors, spelling mistakes or miscalculations, it is not binding for ANYDESK. In order to comply with the required written form, transmission by telecommunication is sufficient in this respect (§ 127 para. 2 of the German Civil Code (BGB)).

3.4 Subject to these General Terms and Conditions, ANYDESK will provide Customer with a non-exclusive, non-transferable and non-sublicensable license to access and use the Services in the version current at the time of entering into the Agreement during the term of the Agreement. By accepting these General Terms and Conditions, signing or initiating a binding order or using the services, a contract is concluded on the basis of these General Terms and Conditions.

3.5 Within 14 days of receipt of the license key, the Customer is obligated to register it via the portal <https://my.anydesk.com> in the application used by him or to use one of the user accounts assigned to the license via my.anydesk.com when using the application.

ANYDESK reserves the right to restrict or block access to the Services if the Customer fails to comply in a timely manner.



3.6 The Customer is entitled to purchase the single user license once. If the Customer's requirements exceed the scope of this license, the Customer shall be obligated to purchase a higher-volume license package. If a violation of this provision is determined in the course of a software audit pursuant to Section 7, the customer shall be obligated to pay the license fee for the excess use in accordance with the then current price list. The Customer shall discontinue the use unless it acquires a higher-volume license package. Further rights of ANYDESK are reserved.

3.7 The Customer can access an installation guide and a user guide at any time at <https://support.anydesk.com>.

#### **4. Scope of Services, Availability and Technical Requirements**

4.1 ANYDESK's order confirmation (in the case of contracts based on an individual written offer and a written order confirmation) is binding for the scope of services. Changes to the scope of services by the Customer require the written confirmation of ANYDESK to be effective.

4.2 Unless otherwise expressly agreed in writing, ANYDESK does not warrant a specific performance of its services.

4.3 ANYDESK shall provide the use of the Products and Services with the availability and quality values defined in the applicable Service Level Agreement exclusively for Products and Services ordered by the Customer and subject to the agreement of a different Service Level. ANYDESK is responsible for the availability of the Products and Services only to the extent that the non-availability is due to the part of the network operated by ANYDESK or ANYDESK's web or communication server or the Client itself.

4.4 Regular maintenance work is necessary to ensure the availability of all services provided; ANYDESK may interrupt the provision of services for a defined period of time in order to perform maintenance work. ANYDESK will give the Customer due notice of the maintenance



work on <https://status.anydesk.com>. ANYDESK will, as far as possible, take the interests of the Customer into account when scheduling the maintenance times. These regular maintenance times shall not be deemed to impair availability in the aforementioned sense.

4.5 Trouble-free use of the ANYDESK software is dependent on the hardware and software of the mobile devices, routers, data communication devices, etc. used by the Customer meeting the minimum technical requirements for use of the currently offered software version, which the Customer can find in the current descriptions of the system requirements

([https://support.anydesk.com/Minimum\\_System\\_Requirements](https://support.anydesk.com/Minimum_System_Requirements)) in each case.

4.6 The rollout or installation of the client software is the sole responsibility of the Customer. ANYDESK offers to support the Customer in this regard on the basis of a separate agreement against payment. The Customer can access an installation manual and a user manual at <https://support.anydesk.com> at any time.

4.7 The features and functions of the respective license packages offered are described and listed at <https://www.anydesk.com/en/order>.

## 5. Customer's Obligations

5.1 ANYDESK's services may not be misused by the Customer; in particular, no information or content may be transmitted that is illegal or immoral, or whose reproduction, provision, publication and use violates applicable law, third-party rights (e.g. copyright, patent, trademark rights or data protection rights) or agreements with third parties. Furthermore, ANYDESK's services may not be used to spy on unauthorized data without the consent of the authorized owner of the end device. Conversely, the Customer is obligated to prevent unauthorized access by third parties to protected data areas by taking appropriate precautions. In the event of a negligent breach of the



aforementioned provisions, the Customer shall be liable for the resulting damage to ANYDESK; the Customer shall be obligated to indemnify ANYDESK against all claims by third parties based on such a breach of contract and to reimburse ANYDESK for the costs it incurs due to possible legal violations, unless the Customer is not responsible for the breach of contract.

5.2 ANYDESK is entitled to immediately block the software functionalities if there is reasonable suspicion that the Customer's use is abusive in the sense described in Section 5.1 and/or infringes third-party rights. A reasonable suspicion of illegality and/or infringement of rights exists in particular if courts, authorities and/or other third parties inform ANYDESK thereof. The block is to be lifted as soon as the suspicion is invalidated.

5.3 Insofar as the customer collects, processes or uses personal data within the scope of the use of ANYDESK's services and no statutory permissible circumstance applies, the prior consent of the respective data subject must be obtained at all times. In this respect, ANYDESK and its subcontractors shall be indemnified against all claims by third parties based on the Customer's unlawful use of the products and the services associated therewith, unless the Customer is not responsible for the unlawful use of the products and the services associated therewith. If the Customer recognizes that such an infringement is imminent, ANYDESK must be informed immediately. If, in addition, ANYDESK is to process special data within the meaning of Art. 9 DSGVO, the Customer shall inform ANYDESK thereof in writing without delay.

5.4 The Customer's personal access data (username and password) must comply with the current recommendations of the German Federal Office for Information Security, may not be disclosed by the Customer to third parties, and must be kept by the Customer protected from access by third parties. If there is reason to suspect



that unauthorized persons have gained access to the user data, the customer must change them immediately.

5.5 The Customer is solely responsible for data backups.

## **6. Usage Rights and Software Integration**

6.1 The ANYDESK software provided to the Customer for the contractual use is subject to copyright protection. ANYDESK has the exclusive right to utilise this software.

6.2 Upon conclusion of the contract, ANYDESK grants the Customer the non-exclusive right of use, limited to the respective contractual term of the offer, to execute or install ANYDESK's client software with the contractually agreed number of users (named users) and/or on a contractually specified number of end devices (devices) and/or the contractually agreed number of simultaneous connections ("concurrent connections"), in order to be able to use the software functionalities exclusively to the extent described in more detail in the service description and subject to the prerequisites and system compatibilities also stated therein.

6.3 Notwithstanding the possibility of downloads in accordance with the Supplementary Terms and Conditions "AnyDesk Free", the Customer is not entitled to use the software in any form beyond the use permitted in accordance with this agreement or to have it used by third parties or to make it accessible to third parties. Third parties shall not include anyone who is a subcontractor of the Customer and uses the services free of charge, such as employees of the Customer, freelancers within the scope of the contractual relationship, etc. In particular, the Customer is not permitted to duplicate, process, make publicly accessible or sell the software or parts thereof.

6.4 Pursuant to Section 69d (1) of the German Copyright Act (UrhG), the Customer may correct defects in the ANYDESK Software or have them corrected by third parties and, in this context, make necessary





changes and copies to establish the intended use only if ANYDESK is in default of correcting the defect, refuses to do so without justification, or is unable to immediately correct the defect for other reasons that fall within ANYDESK's responsibility. Reengineering is also permissible for the purpose of making the ANYDESK software compatible with other programs of the Customer if ANYDESK is not willing or able to eliminate the compatibility problems in return for reasonable, customary compensation. ANYDESK must be notified of the existence of such an error. If ANYDESK corrects the error within a reasonable period of time, error corrections by the Customer are not permitted. Changes made by the Customer must be documented and reported to ANYDESK. A claim for reimbursement of costs incurred as a result of error correction exists only within the scope of the Customer's warranty rights. Warranty rights of the Customer remain unaffected by this provision.

6.5 The customer may request from ANYDESK the necessary interface information for the creation of an interoperable, independently created program. However, ANYDESK is under no legal obligation to provide the customer with interface information. Any interface information received may only be used to create an interoperable program that is not substantially similar in expression and may only be disclosed if absolutely necessary for this purpose.

If ANYDESK does not provide the interface information within a reasonable period of time upon the customer's request or is only willing to do so for an unreasonably high fee, the customer may decompile within the limits of § 69e UrhG (German Copyright Act). Information obtained in this process which does not concern interfaces may not be used or distributed contrary to Section 69e (2) UrhG and must be destroyed immediately.

In accordance with Section 69d (3) UrhG, the Customer shall also be entitled to carry out test runs for the purpose of determining the underlying ideas and principles of the computer program. Beyond the



rights set forth in Sections 6.4 and 6.5, the customer may not reverse engineer the computer program to previous development stages, e.g. source code, reverse analysis, reverse engineering, decompiling, disassembling, in whatever form and by whatever means.

Software markings, in particular copyright notices, trademarks, serial numbers or similar may not be changed, made unrecognizable or removed.

6.6 The Customer may not circumvent technical measures for the protection of the software or allow or provide a procedure to do so.

6.7 The Customer shall bear the costs in accordance with the list prices incurred by the users set up by him and thus authorized. The same shall apply in the event of unauthorized use by other third parties, if and to the extent that the Customer is responsible for such use.

## **7. License Audit**

7.1 ANYDESK reserves the right to analyse Customer usage patterns to improve product safety and performance, for promotional and sales purposes, and for license verification purposes.

7.2 At ANYDESK's request, the Customer shall enable ANYDESK to verify the proper use of the software, in particular whether the Customer is using the program qualitatively and quantitatively within the scope of the licenses purchased by him. For this purpose, the Customer shall provide ANYDESK with information, allow inspection of relevant documents and records, and enable an audit of the hardware and software environment used by the seller or an auditing company named by ANYDESK and acceptable to the Customer. ANYDESK may conduct the audit on the Customer's premises during its regular business hours or have it conducted by third parties bound to secrecy. ANYDESK shall ensure that the Customer's business operations are disturbed as little as possible by its on-site activities. If the inspection



reveals that the purchased number of licenses has been exceeded by more than 5% (five percent) or that the license has otherwise not been used in accordance with the contract, the Customer shall bear the costs of the inspection, otherwise ANYDESK shall bear the costs.

## **8. Remuneration and Payment Conditions**

8.1 Unless otherwise agreed, the remuneration of ANYDESK is based on the price list <https://www.anydesk.com/en/order> of ANYDESK valid at the time of the conclusion of the contract. Objections to the billing of services provided by ANYDESK must be raised by the Customer in writing to the office indicated on the invoice within a period of four weeks after receipt of the invoice. After the expiration of the aforementioned period, the invoice is considered approved by the Customer. ANYDESK will draw the Customer's attention to the significance of his actions when sending the invoice. The Customer is responsible for providing ANYDESK with complete and accurate billing and contact information and for informing ANYDESK of any changes to this information.

8.2 The amounts to be paid for the use of ANYDESK's services shall be invoiced in each case in accordance with the payment procedure relevant to the order. Unless otherwise stated herein or on the basis of an individual agreement, invoices are due immediately and without deduction. The payment date shall be the date on which ANYDESK receives the payment.

8.3 If a payment date has not been agreed, the occurrence of default shall be governed by the statutory provisions. Remuneration and additional costs are always net prices plus legally applicable taxes and duties.

8.4 The payment obligation is based on the services purchased and not on the actual use of the services.



8.5 The number of end devices as well as the number of authorized users (named users) for which the services are purchased cannot be reduced during the current contract term.

## **9. Default of the Customer**

9.1 In the event of default in payment, ANYDESK is entitled to suspend the services at the Customer's expense.

9.2 If the Customer is in default of payment in a period exceeding two months in an amount equal to the monthly base price for two months, ANYDESK may extraordinarily terminate the contractual relationship without notice.

9.3 ANYDESK reserves the right to assert further claims due to delayed payment.

9.4 ANYDESK will not exercise its rights regarding a delay in payment and suspension of performance if overdue payments are the subject of an attempted settlement between the contracting parties and the Customer cooperates with ANYDESK.

## **10. Warranties**

10.1 According to the current state of the technology, data communication via the Internet or WLAN cannot be guaranteed to be completely secure, error-free and/or available at all times. ANYDESK does not own the establishment of an Internet or network connection and therefore does not guarantee in principle the availability of its service at all times and is not liable for a failed trust of the Customer in its error-free function.

10.2 ANYDESK does not assume any warranties (save as may be required by any applicable laws), in particular no quality or durability warranties, unless otherwise agreed in writing in individual cases. Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality data.



The functionality of the software shall initially be determined by the contents of the respective service description and any supplementary agreements made in this regard. In addition, the software must be suitable for the use required under this contract and otherwise have a quality that is customary for software of the same type.

10.3 The software shall be provided to the Customer and maintained in a condition suitable for use in accordance with the contract. The obligation to maintain does not include the adaptation of the software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats.

10.4 The strict liability for damages for defects that were already present at the time of the conclusion of the contract is excluded.

10.5 The Customer shall assist ANYDESK in determining and eliminating defects.

10.6 In the event of material defects in standard software supplied by third parties as well as in the case of performance assistance by third parties, ANYDESK is entitled to assign to the Customer corresponding claims against suppliers, the manufacturer or other third parties for the purpose of rectification or replacement delivery, unless this is unreasonable for the Customer. The foregoing shall also apply if ANYDESK has adapted, configured or otherwise modified the software or hardware for the Customer's needs, unless the material defect has been caused by ANYDESK's own performance.

10.7 The Customer must notify ANYDESK of any defects without delay. The Customer's claims for defects shall be governed by the statutory provisions with the provision that the Customer's claims for defects shall become statute-barred within one year.



## 11. Liability

11.1 ANYDESK shall be liable without limitation for damages arising from the breach of a warranty or from injury to life, body or health. The same applies to intent and gross negligence or insofar as ANYDESK has assumed a procurement risk. ANYDESK is liable for minor negligence only insofar as essential obligations are violated which arise from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In case of breach of such obligations, delay and impossibility, ANYDESK's liability shall be limited to such damages as may typically be expected to occur within the scope of this contract. A mandatory statutory liability for product defects remains unaffected.

11.2 Insofar as ANYDESK's liability is excluded or limited, this shall also apply to the personal liability of ANYDESK's employees, representatives and subcontractors.

11.3 The strict liability of ANYDESK for damages (§ 536a of the German Civil Code) for defects existing at the time of the conclusion of the contract is excluded.

11.4 Liability for all other damages is excluded. This applies in particular to data losses or hardware disruptions caused by incompatibility of the components present on the Customer's end devices or IT systems with the new hardware and software or the hardware and software to be changed, and to system disruptions that may be caused by existing misconfigurations or older, disruptive drivers that have not been completely removed. This shall also apply in particular to data losses caused by the Customer's failure to carry out data backups himself and thereby to ensure that lost data can be restored at reasonable expense.

11.5 Liability in accordance with the provisions of the Product Liability Act shall remain unaffected.



## 12. Force majeure

12.1 If ANYDESK is prevented from fulfilling its contractual obligations due to force majeure, ANYDESK shall be released from its obligation to perform for the duration of the impediment as well as a reasonable restart period, without being obligated to pay damages to the Customer. The same applies if ANYDESK's performance of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which ANYDESK is not responsible, in particular by labor disputes, official measures, energy shortages, pandemics or significant operational disruptions. Insofar as ANYDESK is released from the obligation to deliver, ANYDESK shall refund any advance payments made by the Customer.

12.2 ANYDESK is entitled to terminate the contract after the expiration of a reasonable period of time if such an obstacle lasts for more than four months and ANYDESK is no longer interested in fulfilling the contract as a result of the obstacle. At the Customer's request, ANYDESK will declare after the expiration of the period whether ANYDESK will exercise its right to terminate the contract or provide the services within a reasonable period of time.

## 13. Confidentiality

13.1 The contracting parties are obligated to keep confidential all information that becomes accessible to them, which is designated as confidential or is recognizable as business or trade secrets according to other circumstances, for a period of five years from the time it becomes known, and to neither record nor pass on or utilize it, unless required for the business relationship.

13.2 The obligation to maintain secrecy shall not apply insofar as it can be proven that the information was already known to the Receiving Party prior to the commencement of the contractual relationship or was generally known or generally accessible prior to the commencement of the contractual relationship or becomes generally



known or accessible through no fault of the Receiving Party. The burden of proof shall be upon the receiving party.

13.3 The contracting parties shall ensure by means of suitable contractual agreements with the employees and agents working for them, in particular their freelancers and the work contractors and service providers working for them, that they shall also refrain from any exploitation, disclosure or unauthorized recording of such business and trade secrets for a period of five years from the date on which they became aware of them.

## **14. Data Protection**

14.1 ANYDESK shall process the Customer's personal data in accordance with the data protection provisions of the German Federal Data Protection Act ("BDSG") as in effect as of May 25, 2018, Regulation (EU) 2016/679 (the General Data Protection Regulation - "GDPR").

14.2 Information and notices about the processing of personal data when using the services of ANYDESK, as well as about the rights of the Customer in relation to such processing, can be found in the Privacy Policy of ANYDESK at <https://www.anydesk.com/en/privacy>.

14.3 Prior to commencing the use of the contractual services, the Customer undertakes to check whether personal data is processed on behalf of the Customer as a controller within the meaning of Art. 4 No. 7 of the GDPR. If, when using the contractual services of ANYDESK, personal data is processed on behalf of the Customer as a controller within the meaning of Article 4 No. 7 of the GDPR, the provisions of the Contract on the Processing of Personal Data (DPA) shall apply in accordance with Article 28 (3) of the GDPR.

## **15. Updates, Support and Maintenance**

15.1 ANYDESK provides the Customer with support and maintenance for its products and services in accordance with the scope of the





respective license described in more detail at <https://www.anydesk.com/en/order> and these General and Supplementary Terms and Conditions or the applicable Service Level Agreement, if applicable.

15.2 The extension of the functionality scope by updates can be restricted for certain license types (offer variants).

15.3 The Customer is obligated to always have a supported version of the ANYDESK software in use and to schedule updates and upgrades accordingly. ANYDESK further reserves the right to deactivate software versions that are no longer current at any time after an update and to discontinue support for them. The deactivation will be displayed online at least six weeks in advance when the client software is started.

## **16. Amendments to the Terms and Conditions, Service Specifications and Prices**

16.1 If ANYDESK intends to change these General and Supplementary Terms and Conditions or the prices, the Customer will be notified of this at least 30 days before the intended validity. If the Customer does not give written notice of termination within 30 days of receipt of the notice of change, the changes shall become part of the contract at the time they take effect. ANYDESK shall expressly draw the Customer's attention to this consequence in the notice of change.

16.2 ANYDESK further reserves the right to deactivate software versions that are no longer current at any time after an update and to discontinue support for them. The deactivation will be displayed online at least six weeks in advance when the client software is started.

16.3 ANYDESK is entitled to use the name and logo of the Customer as a reference. The Customer can revoke this consent at any time. A simple reference e.g. by e-mail is sufficient.



## 17. Contract Term and Termination

Unless expressly agreed otherwise, the following provisions shall apply with regard to the contractual terms and periods of notice:

17.1 If the parties agree on a minimum contract term, this shall be 12 months, unless otherwise agreed by the parties, and shall commence upon notification to the Customer of the operational provision of access, unless otherwise agreed. The right of ordinary termination shall be excluded during the minimum contract term. The contractual relationship may be terminated in writing by either party with one month's notice, at the earliest at the end of the minimum contract term. If no notice of termination is given, the contract term shall be extended by one year at a time and may be terminated by either party with one month's notice to the end of the respective extension period. The automatic renewal of the contract is subject to the Customer accepting the validity of the respective current General and Supplementary Terms and Conditions and the possibly agreed Service Level Agreement in the version valid at the time of the extension of the contract. By increasing the number of users (named users) and/or the number of end devices (devices) and/or the number of concurrent connections, the minimum contract term shall start again.

17.2 The aforementioned dates and deadlines shall also apply to partial cancellations of services, such as changes to the end devices used.

17.3 The right to terminate for cause remains unaffected.

17.4 Cancellation can be made in writing or via the Customer portal <https://my.anydesk.com>.  
(<https://support.anydesk.com/knowledge/license-auto-renewal>)

## 18. Final Provisions

18.1 The transfer of rights and obligations of the Customer to third parties is possible only with the prior written consent of ANYDESK.



18.2 Counterclaims of the Customer shall only entitle him to compensation if they have been legally established or are undisputed. The Customer may only assert a right of retention if his counterclaim is based on the same contractual relationship.

18.3 The entire business relationship of ANYDESK with the Customer is subject exclusively to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

18.4 The place of performance and exclusive place of jurisdiction for all disputes arising from the business relationship between ANYDESK and the Customer is the registered office of ANYDESK in Stuttgart, provided that the Customer is a merchant or a legal entity under public law or has no general place of jurisdiction in the territory of the Federal Republic of Germany. ANYDESK is also entitled to file a lawsuit at the Customer's place of business and at any other place of jurisdiction provided by law. Arbitration clauses are contradicted.

18.5 The contract language is English.

18.6 Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part or should there be a gap in these General Terms and Conditions, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed agreed. In the event of a loophole, that provision shall be deemed to be agreed which corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions if the contracting parties had considered the matter from the outset.

## **B Supplementary Terms "AnyDesk Free"**



## 1. Order of Precedence

The services offered by ANYDESK in each case under "AnyDesk Free" are subject to the following supplementary terms and conditions, which take precedence over the above General Terms and Conditions (lit. A), which apply in all other respects:

## 2. Preconditions and Subject of Service Provision

2.1 The ANYDESK "Free" offer is aimed exclusively at consumers within the meaning of § 13 BGB (German Civil Code).

2.2 The use of the software or the service of ANYDESK only requires the acceptance of the validity of the General and Supplementary Terms and Conditions.

2.3 ANYDESK provides its software on its website for download via <https://anydesk.com/downloads> for the use of the offered service. The Customer may use the software functionalities to an extent described in more detail in the service description in each case and subject to the prerequisites and system compatibilities also stated therein.

2.4 The download of the software, any updates provided, and the use of its functionalities are free of charge. However, the Customer has no legal claim to the free service described in Section 2.1. ANYDESK does not guarantee a specific scope of services and reserves the right to change or discontinue the service described in Section 2.3 at any time and without giving reasons.

## 3. Amendments to the Terms and Conditions, Service Specifications and Prices

If the Customer rejects the intended changes to the General or Supplementary Terms and Conditions in accordance with clause A. 16.1 of the above General Terms and Conditions (lit. A) the use ends at the specified time of the changes taking effect. ANYDESK shall



expressly draw the Customer's attention to this consequence in the notice of change.

## C Supplementary Terms "on-premises"

### 1. Order of Precedence

The "On-Premises" Services are subject to the following Supplementary Terms and Conditions, which take precedence over the above General Terms and Conditions (lit. A), which otherwise apply.

### 2. Preconditions and Subject of Service Provision

2.1 The use of the ANYDESK services in the "on-premises" deployment variant in the Customer's own company network requires the provision of the ANYDESK server software for installation on one or more servers of the Customer in accordance with the individual provisions of the written offer. In accordance with the licensing (scope of functions, number of users as well as registered end devices), the respective users of the Customer establish a connection with the aforementioned server of the Customer in the company's own network when using the ANYDESK software.

2.2 The functional scope of the service is described in more detail in the service description in each case and is to be used under the prerequisites and system compatibilities also stated therein.

### 3. Special Obligations of the Customer

3.1 It is an essential contractual obligation of the Customer to provide ANYDESK in a timely manner with all information or data available to him that is necessary or relevant for the respective provision of services and to inform ANYDESK immediately of all processes and circumstances relevant to the contract (e.g. disruptions or misuse, changes in the Customer's network or software environment). This



also applies in particular to documents, processes and circumstances that only become known after ANYDESK has begun to provide the service.

3.2 The Customer is responsible for establishing a data connection between the end devices intended by him for use and the Customer's own communications server.

3.3 Insofar as the Customer provides its own communications server in accordance with Section C 2.1, the maintenance of the operating system shall be the sole responsibility of the Customer, unless otherwise agreed in writing.

3.4 During necessary test runs, the Customer shall assign competent employees for this purpose who are authorized to judge and decide on defects, function extensions, function reductions as well as changes to the program structure. If necessary, other work with connected systems shall be stopped during the time of the maintenance work.

#### **4. Usage Rights and Software Integration**

4.1 The server software used by ANYDESK in accordance with the respective provisions of the written offer for the provision of a communication server in the Customer's company network is protected by copyright and may only be used by the Customer for the purpose described in the offer; the server software may not be duplicated, distributed or made available to third parties in any other form.

4.2 Pursuant to Section 69d (1) of the German Copyright Act (UrhG), the Customer may correct defects in the ANYDESK Software or have them corrected by third parties and, in this context, make necessary changes and copies to establish the intended use only if ANYDESK is in default of correcting the defect, refuses to do so without justification, or is unable to immediately correct the defect for other



reasons that fall within ANYDESK's responsibility. Reengineering is also permissible for the purpose of making the ANYDESK software compatible with other programs of the Customer if ANYDESK is not willing or able to eliminate the compatibility problems in return for reasonable, customary compensation. ANYDESK must be notified of the existence of such an error. If ANYDESK corrects the error within a reasonable period of time, error corrections by the Customer are not permitted. Changes made by the Customer must be documented and reported to ANYDESK. A claim for reimbursement of costs incurred as a result of error correction exists only within the scope of the Customer's warranty rights. Warranty rights of the Customer remain unaffected by this provision.

4.3 The customer may request from ANYDESK the necessary interface information for the creation of an interoperable, independently created program. However, ANYDESK is under no legal obligation to provide the customer with interface information. Any interface information received may only be used to create an interoperable program that is not substantially similar in expression and may only be disclosed if absolutely necessary for this purpose.

If ANYDESK does not provide the interface information within a reasonable period of time upon the customer's request or is only willing to do so for an unreasonably high fee, the customer may decompile within the limits of § 69e UrhG (German Copyright Act). Information obtained in this process which does not concern interfaces may not be used or distributed contrary to Section 69e (2) UrhG and must be destroyed immediately.

In accordance with Section 69d (3) UrhG, the Customer shall also be entitled to carry out test runs for the purpose of determining the underlying ideas and principles of the computer program.

Beyond the rights set forth in Sections 4.2 and 4.3, the customer may not reverse engineer the computer program to previous development



stages, e.g. source code, reverse analysis, reverse engineering, decompiling, disassembling, in whatever form and by whatever means.

Software markings, in particular copyright notices, trademarks, serial numbers or similar may not be changed, made unrecognizable or removed.

4.4 The Customer may not circumvent technical measures for the protection of the software or allow or provide a procedure to circumvent them.

4.5 Section A. 6. of the General Terms and Conditions (lit. A) shall apply to the client software provided in accordance with the contract.

## **D General Terms and Conditions - Hong Kong SAR Supplement**

For Services provided by AnyDesk Software (Hong Kong) Limited, the Terms and Conditions will be amended as set out below.

Capitalised terms used but not defined in this supplement have the meanings set out in the Terms and Conditions.

**Clauses 1.1 and 1.2 are replaced by the following:**

1.1/1.2 The provider of the services is AnyDesk Software (Hong Kong) Limited, a private company limited by shares incorporated in Hong Kong SAR with Companies Registry number 3049491 and registered address at 82/F, International Commerce Centre, One Austin Road West, Kowloon, Hong Kong SAR ("AnyDesk").

The range of services offered by AnyDesk ("Services") is aimed exclusively at natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or self-employed professional activity in the course of a business (and not dealing as a consumer) when concluding a legal transaction. The online





registration required for this purpose and the conclusion of the order shall be subject to the condition that the Customer is exercising a commercial or self-employed professional activity in the course of a business and is not dealing as a consumer.

**Clause 3.3 is replaced by the following:**

3.3 A contract for the use of products and services of ANYDESK can be concluded both online by completing the order process and on the basis of an individual written offer. An order based on an individual written offer of the Customer becomes binding only when it is confirmed by ANYDESK by a written order confirmation within two weeks or ANYDESK executes the order, in particular ANYDESK fulfills the order by providing the ordered services. An order confirmation prepared with the aid of automatic equipment, which lacks a signature and name reproduction, shall be considered to be in writing.

ANYDESK's silence in response to offers, orders, requests or other declarations by the Customer shall only be deemed to constitute consent if this has been agreed in writing in advance. Insofar as the order confirmation contains obvious errors, spelling mistakes or miscalculations, it is not binding for ANYDESK. In order to comply with the required written form, transmission by telecommunication is sufficient in this respect.

**Clauses 6.4 and 6.5 are replaced by the following:**

6.4/6.5 The Customer shall not modify, adapt or decompile, decrypt, reverse engineer or attempt to reconstruct or determine any source code or underlying ideas, algorithms, file formats, programming or interoperability interfaces of the software of AnyDesk or files contained in or created during the use of the software of AnyDesk, or otherwise reduce the software to a human readable form.

**The following Clause 8.5 is inserted after Clause 8.4:**



8.5 Except as otherwise expressly provided for herein, AnyDesk will not provide any refunds (in whole or in part) in respect of the Products or the Services.

Clause 11 is replaced by the following:

## **11. Liability**

11.1 Nothing in these Terms and Conditions excludes the liability of AnyDesk for personal injury, or for any liability that cannot be excluded under the laws of Hong Kong SAR.

11.2 AnyDesk excludes liability for all forms of consequential loss or damages arising from this Contract.

11.3 AnyDesk excludes liability for damage or loss from defects existing at the time of entering into the Contract for which AnyDesk is not responsible or which arise from the act or responsibility of any third party.

11.4 AnyDesk excludes liability for all data losses or hardware disruptions caused by incompatibility of the components existing on the Customer's end devices or IT systems, including hardware and software system disruptions due to existing misconfigurations or older, disruptive drivers that have not been completely removed.

11.5 AnyDesk excludes liability for data losses caused by the Customer's failure to carry out data backups himself and thereby failing to ensure that lost data can be restored with reasonable effort.

11.6 The maximum liability of AnyDesk arising directly from a breach of its contractual duties under these Terms and Conditions, or that is not otherwise expressly excluded under these Terms and Conditions, will be limited to the value of fees paid by the Customer to AnyDesk in respect of the Services in the 12 months immediately prior to the claim.

Clause 14 is replaced by the following:



## 14. Data Protection

14.1 AnyDesk processes the Customer's personal data in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong SAR) ("PDPO").

14.2 Information and notices on the processing of personal data when using the Services of AnyDesk and on the rights of the Customer in relation to this processing can be found in the data protection notices of AnyDesk at <https://anydesk.com/en/privacy>.

14.3 Before using the Services, the Customer undertakes to check whether personal data is processed by the Customer as a data user under the PDPO.

14.4 If personal data is being processed by AnyDesk as data processor on behalf of the Customer as data user within the meaning of the PDPO while using the Services of AnyDesk, then the provisions of the agreement on the processing of personal data (DPA) shall apply.

Clause 18 is replaced by the following:

## 18. Final Provisions

18.1 The entire commercial relationship between AnyDesk and the Customer shall be governed by the laws of Hong Kong SAR.

18.2 The Parties submit to the exclusive jurisdiction of the Hong Kong SAR courts and tribunals to settle any dispute or matter arising under the Contract.

## E Supplementary Terms "AnyDesk Free" - Hong Kong SAR Supplement

For Services provided by AnyDesk Software (Hong Kong) Limited, these Supplementary Terms will be amended as follows:

Clause 2.1 is replaced by the following:

2.1 The AnyDesk “AnyDesk Free” offer is aimed (addressed) exclusively at consumers for personal, family and household use only not for use for business or professional purposes.

## F Supplementary Terms “On-Premises” - Hong Kong SAR Supplement

For Services provided by AnyDesk Software (Hong Kong) Limited, these Supplementary Terms will be amended as follows:

Clauses 4.2 and 4.3 are replaced by the following:

4.2/4.3 The Customer shall not modify, adapt or decompile, decrypt, reverse engineer or attempt to reconstruct or determine any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the product, software or files contained in or created during the use of the product or software or otherwise reduce the product to a human readable form.



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Social Security System  
Roberto Odulio  
East Avenue Diliman  
Quezon city 1100  
Philippines

**Invoice A22041544444**

Dear Customer,

Thank you for choosing AnyDesk. This is your invoice for the time period 04.09.2024 to 03.09.2025. If this invoice contains single discounts, these will not be listed on the renewal invoice.

Our [general and supplementary terms & conditions](#) apply.

Customer-No: K112567334705

Contract-No: C1126157893

Product	Unit price	Quantity	Line total
Advanced Core License	US\$ 814.80	1	US\$ 814.80
<b>Amount Due</b>			<b>US\$ 814.80</b>

Your credit card XXXXXXXXXXXX0880 will be charged with the total of US\$ 814.80 in the next few days.

Please note that your contract will automatically renew for another year if you do not cancel 30 days before the expiration date. For more information please see: <https://anydesk.com/en/terms>.

Best Regards,  
your AnyDesk-Team

Social Security System  
Leocadio Estrella III  
SSS Building, East Ave. Diliman  
Quezon City 1100  
Philippines

**Invoice A22041546973**

Dear Customer,

Thank you for choosing AnyDesk. This is your invoice for the time period 10.09.2024 to 09.09.2025. If this invoice contains single discounts, these will not be listed on the renewal invoice.

Our [general and supplementary terms & conditions](#) apply.

Customer-No: K112567335434

Contract-No: C1126161138

Product	Unit price	Quantity	Line total
Advanced Core License	US\$ 814.80	1	US\$ 814.80
<b>Amount Due</b>			<b>US\$ 814.80</b>

Your credit card XXXXXXXXXXXX0880 will be charged with the total of US\$ 814.80 in the next few days.

Please note that your contract will automatically renew for another year if you do not cancel 30 days before the expiration date. For more information please see: <https://anydesk.com/en/terms>.

Best Regards,  
your AnyDesk-Team