

LEGAL

General Terms and Conditions

These terms govern the use of PreVDR, a service of Sovaro GmbH that compresses business documents losslessly before they are uploaded to a virtual data room. PreVDR is offered to businesses only.

Last updated: 15 October 2026

1. Scope and provider

- 1.1 The provider of PreVDR is Sovaro GmbH, Weißgerberlande 60/23, 1030 Vienna, Austria, registered under FN 651695 a, Handelsgericht Wien, email office@prevdr.com ("Sovaro", "we").
- 1.2 These General Terms and Conditions ("Terms") apply to every contract under which Sovaro provides the PreVDR service to a customer ("Customer"). Sovaro and the Customer are each a "Party".
- 1.3 PreVDR is intended exclusively for entrepreneurs within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG) and comparable businesses in other countries. Consumers may not use the service. By concluding the contract, the Customer confirms that it acts in the course of its business or profession.
- 1.4 General terms of the Customer do not apply, even if Sovaro does not expressly object to them or performs without reservation. They apply only if and insofar as Sovaro accepts them expressly in writing.

2. Definitions

- 2.1 "Service" means the PreVDR web service as described in section 4, including the website www.prevdr.com through which it is offered.
- 2.2 "Customer Files" means all files and their content that the Customer or its users submit to the Service for compression.
- 2.3 "Results" means the files the Service returns to the Customer after processing, including any ZIP archive.
- 2.4 "Access Confirmation" means Sovaro's confirmation in text form (for example by email) that grants the Customer access to the Service and may set out fees, volumes and a term.
- 2.5 "Users" means the employees and other persons through whom the Customer uses the Service.

- 2.6 "Confidential Information" means all non-public information that one Party discloses to the other in connection with the contract, in particular Customer Files and Results, regardless of whether it is marked as confidential.

3. Conclusion of the contract

- 3.1 Descriptions of the Service on the website are not a binding offer. A request for access submitted through the website or by email is an invitation to Sovaro to make an offer.
- 3.2 The contract is concluded when Sovaro sends the Access Confirmation, or at the latest when Sovaro makes the Service available to the Customer. Sovaro may decline a request without giving reasons.
- 3.3 Where the Access Confirmation or a separately signed agreement contains provisions that differ from these Terms, those provisions take precedence. Otherwise, these Terms apply.
- 3.4 The Data Processing Agreement (www.prevdr.com/legal/dpa) and the Technical and Organisational Measures (www.prevdr.com/legal/toms) form part of the contract. The Confidentiality Agreement for professionals bound by secrecy (www.prevdr.com/legal/confidentiality) becomes part of the contract where the Customer is subject to a professional duty of secrecy.

4. The Service

- 4.1 PreVDR reduces the file size of business documents (in particular PDF, Word, Excel, PowerPoint, PNG and JPEG files) without changing their content. Processing takes place on Amazon Web Services (AWS) in the region Europe (Frankfurt), eu-central-1, and uses Claude language models by Anthropic, provided through Amazon Bedrock in the same region.
- 4.2 Before a Result is returned, the Service compares it with the original: for PDF files every page is rendered and compared pixel by pixel, and the text and document structure are checked; Office files are compared part by part using SHA-256 fingerprints; images are compared pixel by pixel. If the check finds any difference, or a file cannot be reduced, the Customer receives the original file unchanged.
- 4.3 Customer Files and Results are processed transiently. They are deleted automatically as soon as processing and download are complete, and at the latest 15 minutes after processing. The Service has no storage, archive or history function. The Customer is responsible for keeping its own copies of the original files and for downloading Results in time.
- 4.4 The Service is used without a login. Sovaro may limit the number, size and types of files, the number of requests per network and the processing time per file, and may set volumes in the Access Confirmation.

- 4.5 Sovaro may develop the Service further and change it, provided the agreed core functions are not materially impaired and the change is reasonable for the Customer. Sovaro will inform the Customer in good time about changes that materially affect the use of the Service.
- 4.6 The amount by which a file can be reduced depends on its content and structure. Sovaro does not owe a particular reduction in size or a particular saving on data room fees. Figures on the website are examples and estimates.
- 4.7 Sovaro may use subcontractors to provide the Service. The subprocessors that process personal data are listed in Annex 2 of the Data Processing Agreement.

5. Availability and maintenance

- 5.1 Sovaro makes reasonable efforts to keep the Service available. Unless an availability level is expressly agreed in the Access Confirmation, the Customer has no claim to uninterrupted availability.
- 5.2 Sovaro may interrupt the Service for maintenance, updates and security measures. Sovaro will carry out planned maintenance at times of low usage where possible and will announce longer planned interruptions in advance where reasonable.
- 5.3 Interruptions caused by circumstances outside Sovaro's control, in particular failures of public networks, of the Customer's systems or of third-party infrastructure, or force majeure, do not count as unavailability for which Sovaro is responsible.

6. Obligations of the Customer

- 6.1 The Customer may submit only Customer Files it is entitled to have processed. Where Customer Files contain personal data or information subject to professional secrecy, the Customer is responsible for having a legal basis for their processing by Sovaro.
- 6.2 The Customer will not use the Service to submit unlawful content or files containing malware, will not attempt to gain unauthorised access to the Service or to the systems behind it, will not circumvent technical limits, and will not place an unreasonable load on the Service, for example through automated mass requests that were not agreed.
- 6.3 The Customer will not copy, decompile or otherwise analyse the Service in order to build a competing product, except where the law expressly permits this.
- 6.4 The Customer will check Results for suitability for its purposes before relying on them and will keep its original files until it has done so.
- 6.5 The Customer ensures that its Users comply with these Terms and is responsible for their use of the Service.

- 6.6 If there are specific indications of a breach of this section, Sovaro may block the Customer's access in whole or in part, in particular by restricting requests from specific networks. Sovaro will inform the Customer and restore access once the breach has ended, unless the contract is terminated.

7. Rights

- 7.1 All rights to Customer Files and Results remain with the Customer or the respective rights holders. Sovaro acquires no rights to them.
- 7.2 The Customer grants Sovaro, for the term of each processing operation only, the non-exclusive right to store Customer Files temporarily, process them and transmit the Results, to the extent necessary to provide the Service.
- 7.3 Sovaro grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the Service for its own business purposes during the term of the contract. All other rights to the Service, its software and its content remain with Sovaro.
- 7.4 Sovaro does not use Customer Files or Results to train or improve language models or for any purpose other than providing the Service. Amazon Bedrock does not store or log prompts and outputs and does not use them to train models. The model provider Anthropic has no access to Customer Files or Results.
- 7.5 The Customer may give Sovaro feedback on the Service. Sovaro may use such feedback freely, provided it contains no Confidential Information of the Customer.

8. Fees and payment

- 8.1 Fees, if any, follow from the Access Confirmation. Where the Access Confirmation specifies no fee, the Service is provided free of charge for the period stated there.
- 8.2 All fees are net amounts plus value added tax at the applicable rate. Invoices are due for payment without deduction within 14 days of the invoice date.
- 8.3 If the Customer is in default of payment, Sovaro may charge default interest at the statutory rate for business transactions (§ 456 UGB) and may suspend the Service after a reminder with a reasonable deadline.
- 8.4 The Customer may set off only claims that are undisputed or have been established by a final court decision.
- 8.5 Sovaro may adjust fees agreed for an indefinite term with effect for the future by giving at least two months' notice in text form. If the Customer does not accept the adjustment, it may terminate the contract with effect from the date the adjustment takes effect.

9. Data protection

- 9.1 Where Customer Files contain personal data, Sovaro processes them as a processor on behalf of the Customer. The Data Processing Agreement under Art. 28 GDPR (www.prevdr.com/legal/dpa) applies and is concluded together with the contract without any further step.
- 9.2 Information on how Sovaro processes personal data as a controller, for example contact details from a request for access, is set out in the privacy notice (www.prevdr.com/privacy).

10. Confidentiality

- 10.1 Each Party will keep the other Party's Confidential Information secret, use it only for the purposes of the contract and protect it with at least the care it applies to its own confidential information, and no less than reasonable care.
- 10.2 Confidential Information may be disclosed only to employees, subcontractors and advisers who need it for the purposes of the contract and who are bound by confidentiality obligations no less protective than this section. Disclosure to authorities or courts is permitted where required by law; the disclosing Party will inform the other Party in advance where legally permitted.
- 10.3 The obligations do not apply to information that was already lawfully known to the receiving Party, is or becomes publicly available without breach of this section, was lawfully received from a third party without a duty of confidentiality, or was developed independently.
- 10.4 The obligations continue for five years after the end of the contract. Obligations under statutory professional secrecy and under the Confidentiality Agreement for professionals bound by secrecy continue without time limit.

11. Warranty

- 11.1 Sovaro warrants that the Service essentially has the characteristics described in section 4. If the verification described in section 4.2 cannot confirm that a Result matches its original, the Customer receives the original; returning the original in this case is not a defect.
- 11.2 The Customer will report defects to Sovaro without undue delay in text form, with a description of the defect and, where possible, the affected file types and the time of processing.
- 11.3 Sovaro will remedy reported defects within a reasonable period, at its choice by correction, by providing a new version or by showing a reasonable way to avoid the effects of the defect. If the remedy fails, the Customer may reduce an agreed fee appropriately or, in the case of a material defect, terminate the contract for good cause.

- 11.4 Warranty claims must be asserted in court within six months after delivery of the Result; otherwise they lapse.
- 11.5 Where the Service is provided free of charge, Sovaro is liable for defects only if it has fraudulently concealed them.

12. Liability

- 12.1 Sovaro is liable without limitation only for damage caused intentionally, for particularly gross negligence (krass grobe Fahrlässigkeit) and for personal injury, and wherever liability cannot be limited by law.
- 12.2 Liability for slight negligence is excluded.
- 12.3 In all other cases of gross negligence, Sovaro's liability is limited per contract year and in total to the fees the Customer actually paid for the Service in the twelve months before the damaging event, and in any case to no more than EUR 5,000.
- 12.4 Except in the cases of clause 12.1, Sovaro is not liable for lost profits, loss of business or savings, indirect and consequential damage, loss or corruption of data, costs of data room providers or other third parties, or claims of third parties.
- 12.5 The Customer keeps its originals and is responsible for its own backups (section 4.3). Because the Service does not store Customer Files, Sovaro is not liable for the loss of Customer Files or Results, except in the cases of clause 12.1.
- 12.6 The Customer checks Results before using them. Savings stated by the Service or on the website are estimates; Sovaro is not liable for the amount actually charged by a data room provider.
- 12.7 Where the Service is provided free of charge, Sovaro is liable only in the cases of clause 12.1.
- 12.8 Liability under the Austrian Product Liability Act (PHG) for personal injury remains unaffected.
- 12.9 The above exclusions and limitations also apply in favour of Sovaro's managing directors, employees, representatives and subcontractors.
- 12.10 Claims for damages must be asserted in court within six months after the Customer becomes aware of the damage and of the party liable, and at the latest one year after the damaging event; otherwise they lapse. This does not apply to the cases of clause 12.1.

13. Term and termination

- 13.1 The contract runs for the term stated in the Access Confirmation. Where no term is stated, it runs for an indefinite period and may be terminated by either Party at the end of any calendar month with one month's notice.

- 13.2 Where the Service is provided free of charge, either Party may terminate the contract at any time without notice.
- 13.3 The right of each Party to terminate for good cause remains unaffected. Good cause for Sovaro exists in particular if the Customer materially breaches section 6 or is in default of payment for more than 30 days despite a reminder.
- 13.4 Notice of termination must be given in text form; email is sufficient.
- 13.5 Because Customer Files are deleted no later than 15 minutes after processing, no Customer Files remain with Sovaro at the end of the contract. Data that Sovaro holds as a controller, for example contact details and invoices, is governed by the privacy notice and statutory retention periods.

14. Changes to these Terms

- 14.1 Sovaro may change these Terms with effect for the future where this is necessary because of changes in the law, in case law or in the Service, and the change does not materially shift the balance between the Parties' obligations to the Customer's disadvantage.
- 14.2 Sovaro will send the Customer the changed Terms in text form at least six weeks before they take effect. The changes are deemed accepted if the Customer does not object in text form before they take effect. Sovaro will point out this consequence in its notice. If the Customer objects, either Party may terminate the contract with effect from the date the changes would have taken effect.

15. Final provisions

- 15.1 The contract and all disputes arising from or in connection with it are governed by Austrian law, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is the court with subject-matter jurisdiction for Vienna, Innere Stadt. Sovaro may also sue the Customer at its general place of jurisdiction.
- 15.3 Amendments and additions to the contract must be made in text form; email is sufficient. This also applies to waiving this requirement.
- 15.4 The Customer may transfer rights and obligations under the contract to third parties only with Sovaro's prior consent in text form. Sovaro may transfer the contract to a company affiliated with it; the Customer may terminate the contract in this case.
- 15.5 Should any provision of these Terms be or become invalid, the remaining provisions remain valid. The Parties will replace the invalid provision with a valid one that comes as close as possible to its economic purpose.

15.6 These Terms are available in English. If a translation is provided, the English version prevails.