



Terms of contract

Terms and Conditions

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1 Scope

These terms and conditions apply to all contracts concluded via the customer account on this website with IonKon GmbH, Dessauer Straße 280, 06886 Lutherstadt Wittenberg, Germany ("IonKon"). The offering is directed exclusively at entrepreneurs within the meaning of § 14 BGB, legal entities under public law and special funds under public law, not at consumers. Conflicting or deviating terms of the customer do not become part of the contract, even if IonKon does not expressly object to them or performs without reservation while aware of them.

2 Subject of the contract

The subject of the contract is the training of an individual AI language model based on the documents provided by the customer and the digital delivery of the model, the dataset generated in the process and the LoRA adapter via an activation code and a downloadable setup program. The customer operates the model on their own, self-sourced hardware entirely locally within the customer's network, with no connection to IonKon. Hosting by IonKon, delivery of a configured server and financing are only part of the contract where the accepted quote expressly includes them; § 17 applies in addition. Descriptions on the website do not constitute guarantees in the legal sense.

3 Conclusion of contract

The presentation of the services on the website is not an offer. The customer requests a quote in the customer account. IonKon provides the quote in the customer account; it is valid for 30 days from issue. The contract is concluded when the customer accepts the quote in the customer account within this period. IonKon confirms receipt of the acceptance by email.

4 Prices and payment

The price stated in the accepted quote applies. All prices are net plus statutory VAT. No deposit is charged. Once processing of the customer data begins, IonKon issues one advance invoice for the price stated in the quote; it is net and due for payment within 14 days. No further invoice follows. Payment is made by bank transfer to the account stated in the invoice. In the event of default, statutory default interest applies (§ 288 (2) BGB); a payment default does not affect delivery of an already completed model (see § 8).

5 Set-off and retention

The customer may only set off claims that are undisputed or have been finally adjudicated. The customer is only entitled to a right of retention insofar as it is based on the same contractual relationship.

6 Customer obligations and data

The customer provides the training documents as a ZIP file via the upload provided. The customer warrants being entitled to use the provided content for training and that the content contains no unlawful material; the customer indemnifies lonKon on first demand against corresponding third-party claims. The customer is responsible as controller for the lawfulness of any personal data contained in the documents; lonKon processes this data as a processor. The data processing agreement pursuant to Art. 28 GDPR forms part of this contract and is concluded at the latest before the data upload. If the data upload does not take place despite a request and a reasonable grace period, lonKon may withdraw from the contract; lonKon may invoice the customer for efforts already incurred, and the customer remains free to prove that a lower effort was incurred. If the provided data is qualitatively unusable for training (in particular due to corrupted files, unsuitable formats or if no usable text can be extracted), lonKon will inform the customer and give them the opportunity to provide suitable data within a reasonable period; if this period also expires without result, the foregoing sentences on withdrawal apply accordingly.

7 Rights to the model

Upon full payment, lonKon irrevocably transfers all transferable rights to the individually trained model, including the model weights and the LoRA adapter, to the customer. lonKon retains no rights of use, exploitation or recall to the trained model and deletes its own copies of the trained model, the dataset and the other training data generated no later than 30 days after delivery (§ 8); once deletion has taken place, the customer automatically receives proof of deletion. A local copy the customer has already downloaded is not affected by this deletion. Upon full payment, the customer receives an exclusive, transferable right of use to the dataset, unlimited in time and territory, including for fine-tuning other and future models. The customer receives a certificate of ownership with cryptographic proof (SHA-256). The underlying base model is licensed under the Apache 2.0 licence; the licence text as well as any NOTICE files and attribution notices are included with the delivery. Until payment has been made in full, lonKon grants the customer a simple, revocable right to use the model and the dataset provided; the complete and irrevocable transfer of rights takes place only upon payment in full.

8 Delivery and availability

Once processing is complete, the trained model is delivered to the customer via an activation code and a downloadable setup program; the activation code is sent to the customer's email address on file. No physical delivery takes place. The scope of delivery comprises the dataset from which the model is trained, with a data sheet, the LoRA adapter for the current base model and the ready-to-use model. The model and its associated data remain available for download for 30 days from delivery; after that, they are fully deleted at lonKon (§ 7). If no delivery takes place, for instance because an order fails technically, lonKon deletes the uploaded documents and all data derived from them no later than 180 days after the order starts. A local copy the customer has already downloaded is not affected by this deletion and remains the customer's sole responsibility. Delivery dates are non-binding approximate dates unless expressly confirmed as binding.

9 Retention of title

The complete and irrevocable transfer of rights to the model and the dataset provided (§ 7) takes place only upon payment in full of all claims under the contract. Until then, the customer uses the model and the dataset on the basis of the simple, revocable right of use granted under § 7; a payment default does not affect delivery of an already completed model (§ 8).

10 Warranty and agreed quality

Statutory warranty rights apply with the following provisions: the customer must inspect the delivery without undue delay and give notice of apparent defects without undue delay, and of hidden defects without undue delay after discovery (§ 377 HGB). In the event of defects, IonKon shall first, at its own discretion, provide supplementary performance by rectification or replacement; if supplementary performance fails twice, the customer is entitled to the statutory rights. The agreed quality is the training of the model from the provided documents according to the described process, the delivery of a dataset of the fixed size per tier set out in the service description, and the setup program running correctly on compatible hardware provided by the customer. AI models generate output mechanically on a statistical basis; a particular correctness, completeness or suitability of individual outputs is not owed, and the customer must review model outputs before business-critical use. The quality of the trained model depends substantially on the scope and quality of the documents provided by the customer; a particular result quality, response quality or freedom from erroneous outputs ("hallucinations") is neither owed nor warranted. If provision of the trained model does not take place for reasons for which IonKon is responsible, the claim to remuneration lapses and amounts already paid are refunded. Delay in provision and the quality of the model provided do not give rise to a claim under the preceding sentence. Warranty claims become time-barred twelve months after delivery; this does not apply in cases of intent or fraudulent concealment, gross negligence, damage resulting from injury to life, body or health, or claims under the German Product Liability Act.

11 Liability

IonKon is liable without limitation in cases of intent and gross negligence, for injury to life, body or health, under the German Product Liability Act and within the scope of any guarantee assumed. In the event of slightly negligent breach of essential contractual obligations (obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely), liability is limited to the foreseeable damage typical of the contract; otherwise, liability for slight negligence is excluded. IonKon is not liable for decisions the customer makes on the basis of model outputs, nor for data loss to the extent the damage would have been avoided by proper data backups on the customer's side.

12 Confidentiality

Both parties shall treat the other party's confidential information (in particular the uploaded documents, trade secrets and the trained model) as confidential, use it exclusively for the performance of the contract and disclose it to third parties only insofar as this is necessary for the performance of the contract (e.g. to the processors named in the privacy policy) or required by law. This obligation continues beyond the end of the contract for as long as a legitimate interest in confidentiality exists. Protection of trade secrets under the German Trade Secrets Act (GeschGehG) remains unaffected.

13 Export control

The delivered model and associated software may be subject to restrictions under European and US export control law (in particular the Dual-Use Regulation (EU) 2021/821 and the US Export Administration Regulations). The customer is responsible for compliance with the applicable provisions in the event of transfer or re-export. Performance of the contract is subject to the proviso that no obstacles arise from export control or sanctions provisions.

14 AI Act

The customer uses the delivered system on their own responsibility within their company and is its deployer within the meaning of Regulation (EU) 2024/1689 (AI Act). The customer bears the deployer-side obligations, in particular any transparency and labelling obligations when using the system vis-à-vis employees, customers or other third parties, as well as use within the intended purpose (internal assistance system based on the company's own documents). lonKon provides the customer with the product information required to fulfil these obligations. Any use for practices prohibited under the AI Act or as a high-risk AI system within the meaning of Annex III of the Regulation requires prior coordination with lonKon.

15 Data protection

Information on the processing of personal data is provided in the privacy policy. Uploaded documents are used exclusively to train the customer's model and are processed in the EU or Switzerland.

16 Force majeure

Events of force majeure and other circumstances unforeseeable at the time of conclusion of the contract and not attributable to lonKon (e.g. official measures, failures of upstream suppliers or data centres, industrial action) release lonKon from its obligation to perform for their duration; deadlines are extended accordingly. If the impediment lasts longer than three months, both parties may withdraw from the part of the contract not yet performed; payments already made for services not rendered will be refunded.

17 Additional services under an individual quote

(1) Hosting. If the customer books hosting, lonKon operates the customer's model on a server rented solely for the customer in a data centre in the European Union and makes it available for use in the browser. lonKon sets up the server, keeps the operating system and software up to date, monitors operation and backs up the data stored during operation daily in encrypted form. By way of derogation from § 7 and § 8, lonKon keeps a copy of the model, the LoRA adapter and the data stored during operation on this server for the duration of the hosting. The remuneration consists of a one-off setup fee and a monthly fee as stated in the quote; the monthly fee covers the server rent of the data centre operator, the maintenance flat rate and the backup. It is invoiced monthly in advance and is payable within 14 days. If the data centre operator changes its price, lonKon adjusts the server rent share accordingly from the following month and notifies the customer in advance in text form; in the event of an increase, the customer may terminate the hosting as of the date it takes effect. The maintenance flat rate covers support with faults and questions to the extent stated in the quote; additional effort is charged at the rates stated in the quote.

(2) Term and end of hosting. Hosting starts when the server is made available and runs at least for the minimum term stated in the quote; thereafter either party may terminate it with one month's notice to the end of a month. The right to terminate for cause remains unaffected. After the end of the contract, lonKon makes the documents stored during operation available to the customer for download on request within 30 days and then deletes the server including the backups; the customer receives proof of deletion. The customer has already received the dataset and the LoRA adapter with the delivery (§ 8).

(3) Availability. Hosting runs on a single server without a standby system. No particular availability is owed. lonKon remedies faults within a reasonable period and announces planned maintenance in advance where possible.

(4) Delivery of a server. If lonKon delivers a configured server, the statutory provisions of sales law apply to the hardware subject to § 10; the warranty period is twelve months from delivery. lonKon passes manufacturer warranties on to the customer. The hardware remains the property of lonKon until payment in full. Place of delivery, delivery time and transfer of risk are governed by the quote.

(5) Financing. Financing in instalments is provided through a financing partner. The customer concludes the financing agreement directly with the financing partner, whose terms apply. lonKon is not the lender; lonKon's remuneration is paid by the financing partner.

18 Final provisions

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes, insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, is the registered office of lonKon GmbH; lonKon remains entitled to sue the customer at the customer's general place of jurisdiction. Amendments and additions to the contract must be made in text form; this also applies to any amendment of this text form requirement. There are no oral side agreements. Should individual provisions be or become invalid, the validity of the remaining provisions remains unaffected.