DOYA

DOYA GmbH · Version of 24 Nov 2026

General Terms and Conditions of DOYA GmbH

Fixed address of this version: https://doyaops.com/en/legal/terms/2026-11-24/

Only the German version is legally binding. It is at https://doyaops.com/legal/terms/2026-11-24/. This English text is a reading aid. Version 1, 24 Nov 2026.

§ 1 Scope

(1) These terms apply to all contracts between DOYA GmbH, Pirnaer Str. 22, 12355 Berlin ("DOYA") and its contract partners ("Customer"), for all modules, in particular DOYA POS (point of sale) and DOYA AI.

(2) DOYA serves businesses only (§ 14 German Civil Code). The Customer confirms when ordering that it acts as a business.

(3) The Customer's own general terms do not apply.

§ 2 Conclusion of contract

(1) The Customer makes its offer by signing the order, also electronically. Online it makes its offer by clicking "order with obligation to pay", after being able to review and change its entries.

(2) The contract is concluded when DOYA confirms the order in text form. The confirmation includes all applicable terms as PDF. Each version is also available at a fixed address on https://doyaops.com and carries its date. The order names address and date of each version.

(3) A data processing agreement (Art. 28 GDPR) is a separate contract with its own declaration by the Customer.

§ 3 Term, prices, payment

(1) Term, notice period and prices are stated in the order. Without a different rule the contract runs indefinitely and can be terminated with three months' notice to the end of a month, first after the minimum term. Each module is a separate contract. Notices need text form. The right to terminate for good cause remains.

(2) Prices are net of VAT. Recurring fees are due monthly in advance. Invoices are payable within 14 days without deduction.

(3) In default, interest of nine percentage points above the base rate applies (§ 288 (2) German Civil Code). The module terms regulate the rest.

§ 4 Customer duties, availability

(1) The Customer uses the services for its own business only, keeps access data secret and meets its employment and data protection duties towards staff and customers.

(2) DOYA aims for high availability, excluding planned maintenance. A specific availability applies only if expressly agreed.

§ 5 Data protection and confidentiality

(1) Type and scope of data processing follow the scope of services and the privacy notice at https://doyaops.com/datenschutz/. DOYA POS and DOYA AI have separate service and data scopes. Before any processing on behalf, the parties conclude the Art. 28 GDPR agreement. Until then DOYA processes no live data.

(2) The service providers used are listed at https://doyaops.com/legal/subprocessors/.

(3) Both parties keep the other's confidential information confidential until two years after the contract ends. Public information and legally required disclosures are excluded.

§ 6 Liability

(1) DOYA is liable without limit for intent and gross negligence, injury to life, body or health, under the Product Liability Act, under an express guarantee and for fraudulently concealed defects.

(2) For slightly negligent breach of an essential contractual duty DOYA is liable only for typical, foreseeable damage, up to the amount in the order. An essential duty is one that makes performance of the contract possible and on which the Customer regularly relies. Otherwise liability for slight negligence is excluded. This also covers officers, employees and agents.

§ 7 Changes to terms

(1) DOYA may change these terms and module terms in running contracts if required by changes in law, for security reasons or because a supplier changes, or for clarification, and the Customer is not placed at more than an insignificant disadvantage.

(2) DOYA announces each change in text form at least six weeks ahead, naming the changed passages and the new version with its date, and asks for consent.

(3) A change applies only if the Customer consents in text form. Without consent by the effective date the old version continues, and either party may terminate with three months' notice.

(4) Changes to scope of services and prices follow the module terms.

§ 8 Precedence, final provisions

(1) In case of conflict: (1) the data processing agreement for processing on behalf, (2) the order, (3) the module terms, (4) these terms. Individual agreements prevail (§ 305b German Civil Code).

(2) German law applies, excluding the UN Sales Convention. For merchants Berlin is the exclusive place of jurisdiction. Changes need text form. Assignment only with DOYA's consent (§ 354a German Commercial Code remains). If a provision is invalid, the rest remains valid.

DOYA GmbH, Amtsgericht Charlottenburg (Berlin) HRB 283634 B, managing director Hakan Aydemir.

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