General Terms and Conditions of on:mint GmbH

Last updated: November 2026

This English version is provided for convenience. In the event of any discrepancy, the German version prevails.

1. Scope

(1) These General Terms and Conditions ("Terms") govern the use of Content Credentials, IP Management, Asset Management, and mintys (the "Services"), whether via the app, via the application programming interface (API), or via the MCP server (an interface based on the Model Context Protocol) through which artificial intelligence (AI) assistants can be connected. The provider is on:mint GmbH, Am Hamburger Bahnhof 4, 10557 Berlin, Germany, registered with the Local Court (Amtsgericht) of Charlottenburg under HRB 279347 B ("on:mint").

(2) The Services are intended exclusively for businesses (Unternehmer within the meaning of Section 14 of the German Civil Code (BGB)) and for associations, foundations, and public bodies; on:mint does not enter into contracts with consumers (Section 13 BGB).

(3) Digital Escrow is governed solely by the escrow agreement, and the use of on:mint Verify without an account is governed by separate terms of use.

(4) The following order of precedence applies: individual agreements; with respect to data protection, the Data Processing Agreement (Section 11); then the plan description on the website; then these Terms. The customer's own terms and conditions do not apply.

2. Conclusion of Contract and Account

(1) Creating an account concludes a free basic agreement of indefinite duration ("Base Agreement"). The customer books plans and credits in the account: the customer reviews and corrects its details in the order summary, places a binding order by clicking the "Order with obligation to pay" button, and on:mint accepts the order by activating the booking. If on:mint makes an offer, the contract is concluded when the customer accepts the offer in text form. The contract language is German; on:mint stores the contract text and sends it by email together with the order confirmation.

(2) Any person making a booking represents that they are authorized to act on behalf of the customer. The customer uses the Services only with the number of personal user accounts provided for in the plan, keeps login credentials and API keys confidential, and keeps its account information up to date.

(3) Free allowances and trial access are non-transferable and cannot be paid out; on:mint may change or discontinue them at any time with effect for the future.

3. Services and Availability

(1) The scope of the Services is determined by the plan description on the website at the time of booking. on:mint provides the Services as software as a service (SaaS) via the internet, depending on the plan, in particular:

- Content Credentials based on the standard of the Coalition for Content Provenance and Authenticity (C2PA), optionally with a verified identity based on the standard of the Creator Assertions Working Group (CAWG);
- invisible watermarks, timestamps, and the anchoring of a file's digital fingerprint (hash value) on a public blockchain;
- AI detection and AI labeling with mintys;

- the work history in IP Management and file storage in Asset Management.

(2) One credit covers one unit as specified in the plan description, such as one image, one PDF document, or one started minute of video. Credits included in a plan are used first and expire at the end of the month; additionally purchased credits do not expire as long as the account exists. When the account ends, on:mint refunds unused additionally purchased credits upon request.

(3) Paid Services are available 99% of the time per calendar month, measured at the data center's exit point. Excluded are announced maintenance windows of up to eight hours per month, scheduled where possible on business days outside the hours of 8:00 a.m. to 8:00 p.m. (Berlin time), and disruptions beyond on:mint's control, such as in public networks, blockchain networks, or third-party platforms. Free features and features labeled as beta are not subject to any availability commitment.

(4) on:mint provides support by email at hello@onmint.io Monday through Thursday from 9:00 a.m. to 5:00 p.m. and on Fridays from 9:00 a.m. to 2:00 p.m. (Berlin time), except on public holidays in Berlin. on:mint may engage subcontractors. on:mint is not responsible for third-party services that the customer uses or connects, such as social login, platforms, or the customer's own AI tools; usage limits for the API are set out in the technical documentation.

4. Limits of the Technology

(1) AI detection and the preliminary assessment of labeling obligations provide probabilities; incorrect assessments cannot be technically ruled out. They are decision-making aids, not legal advice. Whether and how content must be labeled under Article 50 of the EU AI Act (Regulation (EU) 2024/1689) is for the customer to decide and is the customer's responsibility; the customer reviews results before publication.

(2) Platforms and third parties can remove or alter Content Credentials, watermarks, and labels; whether a platform displays them is for the platform to decide. on:mint is responsible for proper embedding, not for their permanent persistence outside the Services.

(3) A provenance record proves that a file existed in a specific state no later than the stated time and what information the customer provided about it. It proves neither that this information is accurate nor that the content is lawful, nor that a work is protected by copyright; it confirms an identity only to the extent that the identity has been verified. How courts, authorities, or third parties assess provenance records is beyond on:mint's control.

(4) Blockchain anchors remain in place permanently; the blockchain contains only hash values, no content. on:mint cannot retrieve files that have been passed on. Public provenance records display the information released by the customer to anyone.

5. Customer Obligations

(1) The customer is responsible for its content and for the information it provides about that content, such as authorship, origin, and AI status. The customer uploads only content to which it holds the necessary rights and whose processing is lawful, including with respect to persons depicted. The customer keeps its own originals; unless storage has been booked, the customer downloads results itself.

(2) In particular, the customer may not:

- process unlawful content or attach false provenance information to content, such as passing off AI-generated content as authentic or third-party works as its own;
- remove, falsify, or imitate third-party provenance records, watermarks, or labels;
- attack the Services, test them for vulnerabilities without consent, upload malware, circumvent usage limits, or query the Services in an automated manner outside the API;
- decompile the software except as permitted by Section 69e of the German Copyright Act (UrhG);

- make the Services available to third parties, resell them, or use them to replicate a competing offering without consent.

(3) In the event of a violation, or of concrete indications of a violation, on:mint may block affected content, deactivate public provenance records, or temporarily suspend access. on:mint chooses the least severe suitable measure, decides after review by a human, and provides the customer with a statement of reasons; the customer may object by email. on:mint accepts reports of illegal content at hello@onmint.io.

(4) The customer indemnifies on:mint against third-party claims based on a violation of this Section 5 for which the customer is responsible, including reasonable costs of legal defense; on:mint informs the customer without undue delay and coordinates the defense with the customer.

6. Rights of Use

(1) For the term of the contract, on:mint grants the customer the non-exclusive, non-transferable right to use the Services to the extent booked. The customer may use files generated with the Services without time limitation; however, on:mint labels and notices such as “verified by on:mint” may be used only unaltered and together with the associated provenance record.

(2) The customer retains the rights to its content. The customer grants on:mint the rights necessary to provide the Services, in particular to store, reproduce, and edit the content by embedding labels, watermarks, and provenance records and, for public provenance records, to make the content available to the public. on:mint does not train AI models on customer content. on:mint may analyze usage data that is unrelated to content, such as usage volume and error logs, for billing, security, and the improvement of the Services.

(3) on:mint may use suggestions made by the customer free of charge. on:mint may name the customer, including its name and logo, as a reference until the customer objects in text form.

7. Fees

(1) The prices on the website at the time of booking or the prices stated in the offer apply. All prices are exclusive of value added tax (VAT).

(2) Plan fees are due in advance for each billing period, credits and setup fees upon booking, and usage-based fees, such as for storage or for overage activated by the customer, at the end of the month. Payment is made through a payment service provider, currently Stripe, using the stored payment method or, for offers, by invoice within 14 days. on:mint issues invoices electronically.

(3) If the customer is in default with at least one monthly fee, on:mint may suspend access until the outstanding amount has been paid, after giving 14 days’ notice; upon request, the customer can still retrieve its data.

(4) Price changes take effect no earlier than the next billing period; on:mint announces them in text form at least six weeks in advance. The customer may terminate the contract effective as of the date on which the change takes effect; on:mint points this out in the announcement.

(5) The customer may set off or exercise a right of retention only with claims that are undisputed, have been established by final judgment, or arise from this contract.

8. Term and Termination

(1) The customer may terminate the Base Agreement at any time, including by deleting the account; on:mint may terminate it with four weeks’ notice. As long as a plan is active, the Base Agreement ends no earlier than the plan.

(2) The following applies uniformly to the plans of all Services: With monthly payment, a plan runs for one month, renews for one additional month at a time, and may be terminated at any time effective at the end of the current contract month. With annual payment, a plan runs for twelve months and renews for twelve months at a time unless terminated with three months' notice to the end of the respective contract year. These rules apply to both parties.

(3) Terminations must be made in text form or in the account. When a plan ends, the account continues as a Base Agreement; additionally purchased credits remain usable. on:mint refunds, on a pro rata basis, fees paid in advance for the period after the end of the contract.

(4) The right to terminate for good cause remains unaffected; for on:mint, good cause exists in particular in the event of a serious violation of Section 5, or a violation that continues despite a warning, or if the customer is in default with two monthly fees.

(5) The right to switch providers under Section 9 applies regardless of contract terms and notice periods.

9. Data Export and Switching Providers

(1) The customer may retrieve its exportable data at any time in common, machine-readable formats via the account or the export interface, and upon request in plans without API access. Exportable data comprises uploaded, stored, and labeled files, Content Credentials manifests, logs and registers including the work history, anchoring data, and account and labeling settings. Solely the following are excluded, because their disclosure would infringe on:mint's trade secrets: detection models and their parameters, signing keys, and internal operational data. Formats and interfaces are described at onmint.io/en/data-act.

(2) Under the Data Act, the customer may at any time switch to another provider or to its own systems, or request the erasure of its exportable data. The customer announces this in text form two months in advance and, in the case of a switch, provides the necessary information about the new provider. In the case of a switch, the notice period is followed by a transitional period of 30 calendar days, which the customer may extend once; during this period, the contract remains in force, and on:mint supports the switch with the necessary information, points out known risks to continuity of service, and maintains the level of security. If this period is technically unfeasible, on:mint notifies the customer within 14 working days, stating the reasons, and specifies an alternative period not exceeding seven months.

(3) The contract ends upon successful completion of the switch or, if erasure has been requested, upon expiry of the notice period; on:mint confirms the end of the contract in text form. No switching charges apply.

(4) When the contract or a booked storage plan ends, the customer may retrieve its data for another 30 calendar days. Thereafter, on:mint deletes the exportable data in full unless a statutory retention obligation applies. At the customer's request, register entries and provenance records remain in place so that watermarks continue to lead to them; on:mint may limit the scope of the verification results then available. Blockchain anchors remain in place (Section 4(4)).

10. Defects and Liability

(1) on:mint maintains the paid Services in a condition that conforms to the contract, provides the necessary updates, and remedies defects within a reasonable period. A reasonable workaround is sufficient until the defect has been remedied. The limits set out in Section 4 do not constitute defects. Liability regardless of fault for defects existing at the time the contract is concluded (Section 536a(1), first alternative, BGB) is excluded.

(2) on:mint is liable without limitation for intent and gross negligence, for damages resulting from injury to life, body, or health, under the German Product Liability Act (ProdHaftG), for fraudulently concealed defects, and to the extent of any guarantee.

(3) Otherwise, in cases of simple negligence, on:mint is liable only for breaches of material contractual obligations, meaning obligations whose fulfillment is essential for the proper performance of the contract and on whose observance the customer may regularly rely, and only up to the amount of the damage that was foreseeable and typical for this type of contract at the time the contract was concluded. In such cases, on:mint's liability for loss of data is limited to the cost of restoring the data from the originals. For free services, on:mint is liable only under paragraph (2).

(4) These limitations of liability also apply to on:mint's corporate bodies, employees, and vicarious agents. The customer's claims against on:mint for damages and reimbursement of expenses become time-barred after one year, except in the cases set out in paragraph (2).

11. Data Protection and Confidentiality

(1) Where on:mint processes personal data on behalf of the customer, the Data Processing Agreement under Article 28 GDPR at onmint.io/en/dpa applies; it becomes part of the contract upon conclusion of the contract. Otherwise, on:mint processes personal data as a controller in accordance with its Privacy Policy.

(2) on:mint stores and processes customer content, including in Asset Management and for AI analysis, exclusively in data centers in the European Union, currently operated by Scaleway; no transfer to third countries takes place.

(3) The parties treat the other party's confidential information as confidential during the term of the contract and for three years thereafter and bind their employees and subcontractors accordingly. This does not apply to information that is publicly known, independently developed, or lawfully obtained from third parties, or to disclosures required by law or by public authorities. Customer content is confidential unless the customer publishes it or releases it as a public provenance record.

12. Amendments and Final Provisions

(1) on:mint continues to develop the Services and may change them at no additional cost to the customer, provided that the core functions of the plan are retained and there is a valid reason, such as new standards, changes in the law, security requirements, third-party intellectual property rights, or changes to platforms and blockchain networks. If a change impairs use more than insignificantly or requires adjustments to the customer's API integrations, on:mint announces it in text form six weeks in advance. The customer may then terminate the affected contract free of charge effective as of the date of the change.

(2) on:mint may amend these Terms to the extent required by laws, case law, technology, or new features, provided that the balance between performance and remuneration is not shifted to the customer's detriment. on:mint gives notice of amendments in text form six weeks before they take effect. The amendments are deemed accepted unless the customer objects in text form by that date; on:mint points this out in the notice. If the customer objects, the previous Terms continue to apply, and on:mint may terminate the contract with ordinary notice.

(3) German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction is Berlin; on:mint may also bring an action at the customer's general place of jurisdiction.

(4) Declarations must be made in text form unless these Terms or the law provide otherwise; an email is sufficient. The customer may assign rights under the contract only with on:mint's consent; Section 354a of the German Commercial Code (HGB) remains unaffected. In the event of any discrepancy between language versions, the German version prevails.