Terms of Service

These Terms of Service (the Terms) govern the use of Littletug. The provider is Vegvisir Consulting GmbH, Marienburger Str. 39, 40789 Monheim am Rhein, Germany (“we”). Our address and register details are at the end of this page under “Provider”. “You” are the business for which a workspace is created. This is a translation of the German Terms; the German text prevails (section 14).

§ 1 Scope and business customers

1. Littletug is offered exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code (BGB): businesses, freelancers and the self-employed who use the service for their trade, business or profession. We do not conclude contracts with consumers.
2. When you create a workspace, you confirm that you act as a business. If it turns out that a workspace is used for private purposes, we may terminate the contract without notice.
3. Only these Terms with their annexes apply. Your own terms and conditions do not become part of the contract, even if we do not expressly object to them.
4. The annex to these Terms is the data processing agreement (section 10).

§ 2 Conclusion of the contract

1. An account alone does not yet create a contract for a workspace. You conclude the contract when you create a workspace after registering: you confirm that you act as a business, agree to these Terms and submit the form. This is your offer. We accept it by creating the workspace.
2. The contract applies per workspace. Whoever is responsible for a further workspace concludes a contract of its own for it.
3. After the conclusion we send you an email with these Terms and the data processing agreement as PDFs. With the workspace we store its name, the name and email address of the person who created it, the version of the Terms you agreed to, and the time; these contract details also appear on the PDFs. You can enter your company at any time in the settings under “Legal”. You can retrieve the current version on this page at any time and save it as a PDF.
4. Members you invite to your workspace do not conclude a contract of their own with us. You are responsible for your members and their use.
5. You book a paid plan in the product on the “Plan” tab. Payment runs through Link, a service of Stripe (section 5).

§ 3 Services and plans

1. With Littletug you receive files from your clients through upload links and make files available to them through download links, at a Littletug address or on your own domain, with your logo and your colour. The product shows the scope in detail; we develop it further and may change features as long as the core described here remains.
2. There are three plans:
   - **Solo:** files up to 1 GB, 25 GB of storage, 1 member
   - **Plus:** files up to 10 GB, 250 GB of storage, 2 members
   - **Professional:** files up to 10 GB, 1 TB of storage, 10 members
3. Every plan includes receiving and sending, your own domain and your own look. On the Plus and Professional plans you can switch off the reference to Littletug on your pages.

4. Files stay stored until you delete them or the contract ends. We check every file of up to 2 GB for malware automatically after its upload; we do not check larger files.
5. For your own domain you set up a DNS record with your domain provider. You are responsible for that record and for your domain being reachable.
6. We provide support by email at hello@littletug.com, in German and English. We aim to reply within one working day (Monday to Friday). On the Professional plan we answer enquiries first.
7. Descriptions on our website and in the product describe the service. We give a guarantee only where we expressly call it one.

§ 4 Trial

1. Every new workspace starts with a trial at no charge on the Solo plan. It lasts 14 days and needs no means of payment.
2. If you book a plan during the trial, you keep the rest of the trial (section 5(5)).
3. If you book no plan by the end of the trial, the workspace is read-only for 30 days afterwards: you and your clients can download files, and you can delete files, change settings and book a plan. The workspace accepts no new files and no new links. If you book a plan in this time, the workspace works in full again at once.
4. After these 30 days we remove the workspace. We finally delete its files and data within 14 days of the removal. Before the end of the trial and before the removal we remind the owner by email.
5. These Terms apply to the trial. Section 12 also applies when the trial ends without a plan.

§ 5 Prices and payment

1. The prices per workspace, net in euros:
   - **Solo:** €19 a month or €190 a year
   - **Plus:** €29 a month or €290 a year
   - **Professional:** €59 a month or €590 a year
2. The prices are exclusive of statutory value added tax. A plan is paid in advance for a month or a year and renews for the same period at the same price until you cancel (section 12). We charge no other fees.
3. Payment is handled by Link, a service of Stripe (“Sold through Link”). Sold through Link, LLC, a company of the Stripe group, is the merchant of record for the payment: it collects the price and the value added tax in its own name, calculates and remits the tax, issues your invoices and answers questions about the payment. The payment process is additionally subject to Link's terms, which are shown to you when you pay and are available at link.com/terms. We remain your contracting party for Littletug; the service itself is governed by these Terms alone. By paying Link you meet your payment obligation to us.
4. You pay on Stripe's payment page with one of the means of payment Link offers there. If Link offers you payment in a currency other than the euro, the amount shown there applies. You receive invoices from Link by email; you also find them through the “Plan” tab.
5. If you book during the trial, the first amount falls due at the end of the trial's last day. If you book in the last two days of the trial or afterwards, it falls due at once.
6. You can change the plan and the payment period on the “Plan” tab. A change takes effect as soon as its payment has succeeded; until then the previous plan stays. What you have already paid is credited pro rata on a change; any resulting credit is set off against the next invoices. You can change to a smaller plan only if your storage and your members fit into it.

7. If you cancel, the plan runs until the end of the paid period. We do not refund the fee for the paid period pro rata; this also applies to an annual plan. Refunds that Link grants under its own terms, and your statutory rights in the event of defects, are unaffected.
8. If a payment fails, Stripe tries it again several times over about two weeks; you receive an email about it with a way to change the means of payment. During this time the workspace stays fully usable. If all attempts fail, the plan ends and section 12(6) applies.
9. We change prices only for future payment periods. We announce a change to the owner by email at least two months beforehand. You may cancel until it takes effect; we say so in the announcement.

§ 6 The customer's duties

1. You use Littletug only for lawful purposes and within section 7.
2. The upload and download pages at your address are your offer to your clients. You are responsible for the information the law requires of you there, in particular a legal notice and a privacy notice; you enter the links to them in the product. You inform the people whose files and details you receive or make available through Littletug about the processing of their data.
3. You keep your login details secret, make sure your members do the same, and tell us without delay if you suspect misuse. You pass link passwords only to the intended recipients.
4. Littletug is not an archive and not a backup. We hold the files without a separate backup copy. You keep copies of your own of all files you need and download received files promptly.
5. You do not put excessive load on the service, do not circumvent protective measures and do not access it by automated means other than through the pages provided.
6. If you breach these duties and third parties therefore bring claims against us, you indemnify us against these claims and the reasonable costs of legal defence, as far as you are responsible for the breach.

§ 7 Permitted content and reports

This section describes which content we do not allow, how we check content and what we do when content is reported to us (Art. 14, 16 and 17 of Regulation (EU) 2022/2065, the Digital Services Act).

1. Files, names, descriptions and messages that break the law or infringe the rights of others are not permitted, in particular criminal content, content that infringes copyright, trade mark or personality rights, and malware. Using Littletug to spread spam or to deceive recipients (phishing) is not permitted either.
2. We do not look at the content of your files and do not monitor it. The only automatic check is the one for malware: every file of up to 2 GB is checked by a virus scanner after its upload. If it finds malware, we block and delete the file automatically, and the owner receives an email with the finding. We use no other automated procedures, for instance to recognise particular content. Every other decision is made by a person.
3. Anyone can report content they consider unlawful to us, by email to hello@littletug.com, in German or English. A report contains:
   - a substantiated explanation of why the content is said to be unlawful,
   - the exact address (URL) of the content, that is, the link at which it can be retrieved,
   - your name and your email address,
   - a statement that you believe in good faith that your information is accurate and complete.
4. We confirm receipt of a report by email without delay, examine it in a timely, diligent and non-arbitrary manner, and tell the person reporting our decision, with a note on their possibilities for redress.

5. If content breaks the law or these Terms, we may, depending on the severity, block or delete the file, deactivate a link, suspend the workspace temporarily or terminate the contract without notice. We choose the mildest means that ends the breach.
6. We give the workspace's owner the reasons for every such measure by email, at the latest when it takes effect. The statement names the measure and its duration, the facts it rests on, whether a report or our own examination prompted it, whether an automated procedure was involved, the legal ground or the provision of these Terms, and the possibilities for redress.
7. We have no formal internal complaint-handling system. Anyone who disagrees with a decision writes to us at hello@littletug.com; we then examine it again. The courts are open at any time.
8. If we become aware of information giving rise to a suspicion of a criminal offence that threatens a person's life or safety, we inform the competent authorities (Art. 18 of the Regulation).
9. Our point of contact for authorities and users is in the Legal Notice on littletug.com.

§ 8 Availability and maintenance

1. Littletug is available 99% of the time on average over a calendar month. It is measured at the point where our servers accept requests from the internet.
2. Maintenance that we announce to the owner by email beforehand does not count as downtime, nor do disruptions beyond our control: force majeure, disruptions of the internet outside our servers, your own domain and its DNS records, your devices and your network.
3. We schedule maintenance at times of low use where possible. We may close an urgent security vulnerability without announcement.
4. Liability regardless of fault for defects present when the contract is concluded (section 536a(1), first case, BGB) is excluded. Otherwise the statutory rules and section 9 apply to defects.

§ 9 Liability

1. We are liable without limit for damage caused by intent and gross negligence, for damage from injury to life, body or health, under the German Product Liability Act, for defects we have fraudulently concealed, and as far as we have given a guarantee.
2. In cases of simple negligence we are liable only if we breach a material contractual duty. A duty is material if its fulfilment is what makes the performance of the contract possible in the first place and if you may regularly rely on it being met. In that case our liability is limited to the damage that was foreseeable when the contract was concluded and is typical for a contract of this kind.
3. Liability under paragraph 2 is limited, per event of damage, to the amount you paid for the workspace in the twelve months before the event, but at least to the annual fee of the Solo plan.
4. For the loss of files we are liable under paragraphs 2 and 3 only to the extent that would also have arisen had you kept your own copies under section 6(4).
5. Otherwise our liability is excluded. These rules also apply to the personal liability of our legal representatives, employees and agents. The statutory limitation periods remain unchanged.

§ 10 Data protection

1. For the personal data in your files and for the details your clients enter on your upload and download pages, you are the controller; we process them on your behalf. The data processing agreement under Art. 28 GDPR applies to this as an annex to these Terms. It is concluded together with these Terms; you find it in the product and receive it as a PDF with the confirmation email.

2. In matters of data protection, the annex prevails over these Terms.
3. How we process data as a controller ourselves, such as that of your account, is described in our privacy notice on littletug.com.

§ 11 Confidentiality

Both sides treat the other side's confidential information that they learn in connection with the contract as confidential and use it only for the contract. This does not apply to information that is publicly known or that a side must disclose under a law or an order of an authority or a court. The duty continues for three years beyond the end of the contract. The annex under section 10 additionally applies to your files.

§ 12 Term, termination and switching

1. The contract runs for an indefinite period. There is no minimum term.
2. You can cancel a plan at any time to the end of the paid period: on the “Plan” tab or in your Link account at link.com (in the United Kingdom, onelink.com). Until the end of the period you can withdraw the cancellation there. If you delete the workspace, the contract and the plan end at once.
3. We may terminate the contract in text form with one month's notice to the end of a paid period.
4. The right of both sides to terminate without notice for good cause is unaffected. Good cause for us exists in particular if you seriously breach section 6 or section 7 despite a warning, or if a breach is so grave that we cannot reasonably be expected to give a warning.
5. **Switching.** You can switch to another provider or to systems of your own, or ask for your data to be erased, at any time (Art. 23 to 31 of Regulation (EU) 2023/2854, the Data Act). The following applies:
   - We ask for no notice period. The switch starts as soon as you announce it to us by email to hello@littletug.com and tell us where you are switching to or whether you only want erasure.
   - The switch is completed within 30 calendar days at most (transitional period). You can extend this period once by a length you consider appropriate. If we cannot keep the 30 days for technical reasons, we tell you so within 14 working days of your announcement, give the reasons and name another period of seven months at most.
   - During the transitional period the contract continues to apply. We provide the service unchanged and with the same security, support you and the new provider to a reasonable extent, including in your own exit planning, and point out risks we know of.
   - The contract ends as soon as the switch is completed or, if you only want erasure, with your announcement. We confirm the end to you by email.
   - We charge no fee for the switch or the export. We do not refund the fee for a period already paid pro rata on a switch either (section 5(7)); that is the regular fee and not a switching charge.
6. **Retrieval after the end.** If a plan ends by cancellation, by a switch or after failed payments, the workspace is read-only for 30 days afterwards, as described in section 4(3). In this time you can download all files and request the export under paragraph 7. If you book a plan again in this time, the workspace works in full again at once. If you only ask for erasure or delete the workspace yourself, there is no retrieval period.
7. **Export.** On request by email to hello@littletug.com you receive an export of all the workspace's data during the term, the transitional period and the retrieval period, within 30 days at the latest. We make it available for download in the product. It comprises, exhaustively:
   - all files of the workspace, unchanged in the format in which they were uploaded,
   - one file in JSON format (UTF-8) with the other data: for every file its name, size, file type, time of upload and who uploaded it, and for your clients' files their name, email address and message; the upload links and the download links with their settings and the times of the downloads; the

members with name, email address and role.

Data that serves only the internal functioning is not part of the export: access logs, counters that protect against misuse, keys and password hashes. Littletug offers no programming interface. This paragraph is also our register of data structures and formats; we keep it up to date on this page.

8. **Erasure.** After the retrieval period we remove the workspace and erase its files and data in full within 14 days. The data disappears from the database backups no later than a further 14 days after that.
9. **Jurisdiction of the infrastructure.** The servers on which Littletug processes your data are in Germany, in data centres of Hetzner Online GmbH, a German company. They are subject to German law and the law of the European Union. We protect the data against access by public bodies outside the European Union as follows: we and our data centre operator are companies established in Germany; every file is stored encrypted with a key of its own; we give information to authorities only where German law or the law of the European Union obliges us to, and we refer requests from other states to the channels of mutual legal assistance. We publish this information on this page, littletug.com/en/terms, and keep it up to date there.

§ 13 Changes to the Terms

1. We may change these Terms if the product, the law or the case law changes or a provision turns out to be incomplete.
2. We tell the owner of every change by email at least two months before it takes effect, with the new text and a summary of the changes.
3. Changes that do not disadvantage you, that only concern new features or that the law requires take effect if you do not object to them in text form before they take effect. We point out this consequence in the notice.
4. All other changes, in particular those to the main services, liability or the term, take effect only if you expressly agree to them in text form, for instance by email.
5. If you object to a change or do not agree to it, the contract continues unchanged. We may then terminate it under section 12(3). Your right to cancel at any time under section 12(2) is unaffected.

§ 14 Final provisions

1. The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
2. If you are a merchant (Kaufmann), a legal person under public law or a special fund under public law, or if you have no general place of jurisdiction in Germany, the courts competent for our registered office have exclusive jurisdiction over all disputes arising from this contract.
3. These Terms exist in German and in English. The German version prevails; the English version is a translation.
4. If a provision of these Terms is invalid, the rest of the contract remains valid. The law takes the place of the invalid provision.

Customer information on concluding the contract

We provide this information under section 312i(1) BGB and Art. 246c of the Introductory Act to the German Civil Code (EGBGB).

1. **Technical steps.** You conclude the contract for a workspace with us in three steps: you register an account and confirm your email address; you fill in the “Create workspace” form, confirm that you act as a business and agree to the Terms; with the button at the end of the form you submit your offer,

and we accept it by creating the workspace. You book a paid plan afterwards on the “Plan” tab: you choose the plan and the payment period and are taken to Stripe's payment page, where Link handles the payment in the steps shown there and under its terms.

2. **Storage of the contract text.** We store the version of the Terms you agreed to, with its date. You receive the Terms and the data processing agreement as PDFs by email after the conclusion and can retrieve both in the product.
3. **Input errors.** Until you submit, you can change every entry in the form. If an entry is missing or wrong, the form shows it and submits nothing. You can check and change the details of your order on the payment page until you pay.
4. **Languages.** The contract can be concluded in German and in English.
5. **Codes of conduct.** We have not submitted to any code of conduct.