

# Terms and Conditions

Version 2026-11-01 · 1 November 2026

**Convenience translation.** Only the German version of these terms is legally binding. It is available at [getmilion.de/agb](https://getmilion.de/agb).

## § 1 Who these terms apply to

1. These terms apply to the use of the software “Mileon” as software-as-a-service. The provider is Mileon GmbH i. G., Rheinpromenade 9, 40789 Monheim am Rhein, Germany (“we”). Our contracting party is the business that books Mileon (“you” or “customer”).
2. Mileon is offered exclusively to businesses within the meaning of section 14 of the German Civil Code (BGB). By registering, you confirm that you use Mileon for your commercial or self-employed activity. Consumers cannot conclude a contract.
3. Only these terms apply. The customer’s own terms and conditions do not become part of the contract, even if we do not expressly object to them.

## § 2 Conclusion of contract, trial and demo

1. The contract is concluded when the registration is completed.
2. The first 14 days are free of charge. If you do not cancel before the end of the trial, it turns into the paid subscription.
3. During the trial and in the demo, we provide Mileon free of charge. For this, we are only liable for intent and gross negligence; § 8 (1) remains unaffected. Please do not enter real personal data in the demo – it is the same for all prospects and is reset regularly.

## § 3 What Mileon does – and what stays with you

1. We provide Mileon via the internet under its own address and with its own database. The scope of functions follows from the service description on [getmilion.de](https://getmilion.de) at the time the contract is concluded. We continuously develop Mileon and may change functions as far as this is reasonable for you.
2. **Mileon is a tool for your planning.** It calculates, suggests and reminds – you make the decisions. In particular, you remain responsible for:
  - compliance with working time, driving time and rest period regulations,
  - driving licence checks, safety briefings and vehicle inspections,
  - work permits, contracts, payroll and social security,
  - the accuracy of the data you enter or import.
3. Suggestions, counters, reminders and warnings in Mileon are an aid. They do not replace your own checks and are no assurance that all deadlines, obligations or shortages are detected.
4. Mileon does not replace legal, tax or payroll advice.

## § 4 Availability and maintenance

1. Mileon is available at least 98 % on monthly average, measured at the point where our data centre connects to the internet.

2. The following are not counted:

- announced maintenance – we announce it in Mileon at least 24 hours in advance and schedule it outside usual dispatch hours where possible,
- disruptions we are not responsible for, for example on the internet, at the data centre operator or caused by attacks by third parties, as well as force majeure (§ 9),
- disruptions caused by your devices, your network or your login details.

3. If we fall short of this commitment in a month, we credit you on request 10 % of the monthly fee for each started percentage point below 98 %, at most one monthly fee. In case of slight negligence, the credit is your compensation for the outage; further claims are governed by § 8.

## **§ 5 Your data and its backup**

1. Your data belongs to you. You can export it from Mileon to Excel at any time.
2. We back up your database daily and additionally keep backups outside the data centre.
3. Please regularly export data that is particularly important to you (for example for payroll or records) yourself as well.
4. If data is lost, we restore the state of the last backup. In case of slight negligence, our liability for data loss is limited to the effort required to restore it from this backup and your own exports.
5. Where we process personal data on your behalf, the [data processing agreement \(DPA\)](#) under Art. 28 GDPR applies, which you conclude when registering.
6. After the end of the contract, you can still export your data for 30 days. After that, we block access and delete the data unless a statutory retention obligation applies.

## **§ 6 What we need from you**

1. You keep login details secret, give access only to your own employees and agents, and tell us immediately if you suspect misuse.
2. You are entitled to lawfully process the data you store or upload in Mileon (for example employee data, photos, documents) and inform your employees in accordance with the GDPR.
3. You do not use Mileon for unlawful purposes and do not try to bypass security mechanisms or overload the platform.
4. If third parties assert claims against us because your data or your use of Mileon infringes their rights, you indemnify us, including reasonable costs of legal defence. This does not apply if you are not responsible for the infringement.

## **§ 7 Prices, payment, term and cancellation**

1. The monthly fee is based on your inventory in Mileon – vehicles, active employees and additional user accounts – according to the [price list on getmilion.de](#). All prices are exclusive of statutory VAT.
2. If the inventory increases during a billing period, we charge the difference pro rata; reductions take effect from the following period.
3. We bill monthly in advance via the payment provider Stripe by card or direct debit.
4. If a payment remains open despite a reminder and repeated payment attempts, we may restrict access to read-only. Viewing and exporting your data remain possible.
5. The subscription runs monthly and can be cancelled at any time to the end of the current billing period, for example under “Subscription and invoices” in Mileon. The right to extraordinary termination remains unaffected.
6. We announce price changes at least 6 weeks in advance. You can then cancel as of the date of the change.

## § 8 Liability

1. **What we are fully liable for.** We are liable without limitation for intent and gross negligence, for injury to life, body or health, for fraudulent concealment of a defect, under a guarantee we have given and under the German Product Liability Act.
2. **Slight negligence.** Otherwise, in case of slight negligence we are only liable if we breach an essential contractual obligation – that is, an obligation that makes the use of Mileon possible in the first place and on whose fulfilment you may regularly rely. In that case we compensate the damage that is typically foreseeable for contracts of this kind.
3. **Cap.** In the cases of paragraph 2, our liability per calendar year is limited to the fees you paid us in the twelve months before the event causing the damage.
4. **What we do not compensate in case of slight negligence:** lost profit, lost savings, contractual penalties towards your clients and other indirect or consequential damage. § 4 (3) applies to outages and § 5 (4) to data loss.
5. **Contributory fault.** If you contributed to a damage – for example through incorrect data, missing own checks (§ 3) or missing own exports (§ 5 (3)) – this is taken into account.
6. **Our people.** These limitations also apply to the personal liability of our management, shareholders, employees, representatives and vicarious agents.

## § 9 Limitation, force majeure, changes and final provisions

1. **Limitation.** Claims against us become time-barred one year after the statutory start of the limitation period. This does not apply in the cases of § 8 (1).
2. **Force majeure.** For disruptions caused by events we cannot influence – for example natural events, war, strikes, official orders, large-scale network or power failures or attacks by third parties despite reasonable protective measures – we are released from our performance obligations for their duration.
3. **Changes to these terms.** We notify you of changes in text form at least 6 weeks in advance. If you do not object before they take effect, they are deemed accepted; we point this out in the notification. If you object, both you and we can terminate as of the date of the change. We do not change services, price or term in this way.
4. **Law and jurisdiction.** German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Monheim am Rhein or the court competent for our registered office.
5. **Partial invalidity.** If a provision is invalid, the rest of the contract remains valid.

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