10BE Software GmbH
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General conditions of 10BE (automatically translated with Google!)

Only the original German-language document is valid!

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Version 1.2 of 12 October 2026

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§1 scope

1.1 The 10BE Software GmbH (hereinafter referred to as the provider, we, us, 10BE, ns.10be.de or system) provides the services only on the basis of these general terms and conditions. This also applies if the user has not explicitly confirmed the terms and conditions again.

§2 Definitions

2.1 **Account**:
An account consists of a name and is unique for each e-mail address and can contain several servers/instances.

2.2 **Server/Instances**:
An instance, also known as a server, is a nightscout website.
This can be accessed via a freely selectable name (if still free) under the sub-/third-level domain of 10be.de.
The instances can be set so that they can only be reached via the randomly assigned port, for example.
The source code cannot be customized and is loaded from Github.

2.3 **Service: data storage/diary**
The system is NOT designed for diagnosis or screening. Also not for use as remote or therapy software.
The users have to be aware that the system is a pure information management software (diary/data storage) and not a substitute for the advice/control of medical professionals.
If you have any questions about therapy, it is essential to contact the specialist staff!
The use of the system takes place with the consent of the user with the creation of an account/server/instance on the basis of these general terms and conditions and the data protection declaration. The processing of personal and health-related data is carried out on the basis of these general terms and conditions and data protection declaration.
In exceptional cases, it may be necessary for the provider to access this data in order to be able to check and solve reported problems. Without a problem, no access will be performed.

2.4 Access from the provider/system
The system automatically accesses the status pages (e. g.: /api/v1/status.json) to ensure that the instance runs correctly or that the data, as set by the user, is imported or exported from other sources.
In the event of errors, the system tries to correct them automatically. Only after several failures is an administrator notified, who then solves the problem.
Data of human persons seen in this way remain strictly confidential and will of course not be passed on!

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2.5 Server Location

The servers are in Germany, Finland and France.
The master data is stored on the servers in Germany.
With the user data, the user can choose whether the data should be saved in Finland or Germany.

2.6 Nightscout

Nightscout is the open source diary provided by the service provider.
The service provider has no influence on the scope, compatibility or update interval of Nightscout itself.
Nightscout's code is made by the community and not by 10be and is open source.
Nightscout represents the data storage interface in order to be able to save the uploaded data in a MongoDB database.
The provider restricts the functionality or scope of Nightscout and excludes the use of plugins or functions such as "boluswizard", "boluscalc", "bolupreview", “remotebolus” and the like, so that no functions are offered that could be viewed as a medical device.
This is not an approved medical product and may therefore only be used as a “**data storage/diary/information management software”**:
https://www.johner-institut.de/blog/iec-62304-medizinische-software/software-als-medizinprodukt-definition/

§3 Subject matter of the contract and changes

3.1 The obligation to perform arises from the description of services (in short: providing Nightscout instances on a sub/third-level domain at 10be.de), as well as the maintenance of the instances that these are available and functioning (uploader errors, errors/configuration of third-party services or their configuration are excluded).
By using proxy servers in different data centers, the main website can fail without this having an impact on the instances.
As long as the cluster and MongoDB server used are working, the instance is not affected.
The user has no real rights to the hardware or software.
There is no right to access the servers or the source code.

3.2 The operators are entitled to adjust/discontinue the services to ensure stability, to adapt to technical progress (Nightscout updates) or to meet legal requirements.

3.3 Services free of charge can be charged at any time. There is no entitlement to voluntary or free services.
The provider has the right to use software and hardware as well as services provided by third parties in order to maintain, optimize or improve his offer.

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§4 Obligations of the customer

4.1 The user is obliged to keep his e-mail address in the profile up-to-date and functional in order to receive important information (or newsletter) from the provider. Damage resulting from this, e.g. due to the rejection/marked as spam of an email sent by the provider, cannot be charged to the provider.
4.2 The user undertakes to use the service as a pure data storage / diary or information storage system and not to use it for therapeutic purposes.
4.3 The user must keep access data from third-party services such as mmconnect, bridge, ifttt, tidepool, libreview, carelink etc. up-to-date, as this can otherwise lead to a crash of his instance or to the blocking of the 10BE server from the third party provider. This in turn can mean that the provider has to stop the instance in order to prevent further incorrect logins with the third-party provider.
4.4 The user undertakes to use secure passwords to prevent access by third parties.

§5 Contract conclusion, contract term, contract extension and termination, cessation of service

5.1 The contract is concluded by paying the customer with the provider.
The provision of services starts as soon as the user has made the payment.
The user should therefore create the Nightscout instance before paying or immediately afterwards.
5.2 The contract term corresponds to the period chosen for payment: 1 month (30 days), 3 months (90 days), 6 months (182 days), 12 months (365 days).
5.3 The right of both parties to terminate the contract without notice for an important reason remains unaffected. An important reason for the provider is given in particular if the customer:

- Payments canceled or complaint
- The resources/server overloaded
- Payments fail
- Excessive use of support

5.4 **Without subscription:**
When paying without a subscription, the user must renew the payment in good time to prevent his instance from being stopped (switched offline). The instance will only be made available if a valid payment has been made. The instance/server, account, backups, settings etc. are not deleted!
A renewed payment a few minutes before the end of the term of the old payment is sufficient.
The user will be informed by email 7, 3, 1 day and 2 hours before the end of the term.
5.5 **WITH subscription:**
The contract can be terminated per payment at the end of the term (point §5.2).
A termination must be carried out via the menu item "Payments" for the respective payment / subscription.
The subscription is automatically renewed at the end of the term for the selected term. If a direct debit is not possible, the instance is automatically stopped as soon as the payment service provider was unable to collect the amount.
Depending on the payment provider, the termination must take place one day before the end of the term.

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5.6 A refund of the remaining term is not planned.
5.7 Should the service have to be discontinued (not for reasons of insolvency), the users will be reimbursed proportionately for the costs of the remaining term.

§6 Payment of Wages, Fee Increase, Invoicing, Reimbursement of WagesThe amount of the fee results from the selected term (§5.2) and the current price per instance per month.

6.1 The amount of the fee results from the selected term (§5.2) and the current price per instance per month.
6.2 The invoice or the payment receipt is issued by the payment provider stripe.com/paypal.com and is only digital.
6.3 SEPA direct debit and other payment methods (with the exception of credit cards) are only possible in the manual payment process (without subscription).
6.4 Google/Apple Pay is only offered if the user starts the payment process on a mobile device with a corresponding browser/app at stripe.com.
6.5 In the event of cancellation (not at the end of the term), according to the terms and conditions of the payment provider (15 $ Stripe, 20 € PayPal), a partial or no refund will be made and the service will be automatically discontinued by the provider for the selected product/contract/instance. In the event of repeated cancellations, the user can be blocked in order to prevent the damage caused by the processing fees arising from each cancellation.
6.6 Reimbursement of fees can be canceled through incorrect bookings (e.g. SEPA payment first, then by credit card in order not to have to wait) on request by the user (contact form). Fees resulting from this are to be borne by the user.
6.7 Additional services such as exports/imports or support can be invoiced separately by the provider. The user will be informed about the costs beforehand.

6.8 Data donation to the Inselspital Bern (not possible yet):

6.8.1 Inselspital Bern, xxx, xxx assumes the costs of the instance if the data is donated as compensation. This includes the tables: entries, treatments, activity (BZ / CGM values, IE / KH / BE / COB / IOB, activities).
The user expressly consents to his Nightscout data being passed on to Inselspital Bern when he activates the deal.
6.8.2 If the user does not upload any data for more than 4 weeks, the voucher expires and the instance can only be used for a fee.
6.8.3 A revocation is possible at any time, but ends the voucher for the remaining term of the instance/server.
6.8.4 The data is made available to the hospital as a MongoDB dump every night.

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§7 warranty

7.1 The provider is only responsible for service disruptions insofar as these affect the services to be provided by him.
7.2 Faults are automatically corrected as soon as possible. If automatic rectification is not possible, rectification can take up to the next working day.
7.3 The user must report defects or malfunctions immediately and participate in the rectification of these (e.g. provision of log files/screenshots of the local apps/uploaders, restarting the mobile phone/DSL router, adjusting local settings ...).
7.4 According to the current state of technology, it is not possible to create hardware and software in such a way that it works without errors in all application combinations or can be protected against any manipulation by third parties. The provider does not guarantee that the hardware and software used or provided by the provider will meet the customer's requirements. The provider only guarantees to the customer that the hardware and software used or provided by the provider will function essentially in accordance with the manufacturer's specifications at the time of transfer, under normal operating conditions and with normal maintenance.
7.5 Updates from Nightscout can cause incompatibility in the client/apps or program. The provider has no influence on this, but tries, if possible, to patch or roll back the update or offer the user an older version.
7.6 Updates from older versions cannot be guaranteed.
7.7 The offering of OLD versions can be discontinued at any time, e.g. for security reasons, bugs or incompatibility. The instances are then converted to the master version.
7.8 The provider grants an annual mean uptime of 99.0% (but only 90 days are determined by uptimerobot). This does not include maintenance or malfunctions that are beyond the provider's sphere of influence.
The uptime can be viewed via https://status.ns.10be.de/ through the provider uptimerobot.

§8 Applicable law, place of jurisdiction

8.1 The law of the Federal Republic of Germany applies to the exclusion of the Uniform UN Sales Convention (CISG).
8.2 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Überlingen. The provider is also entitled to sue the customer at his general place of jurisdiction.
8.3 The provider does not take part in a dispute settlement procedure before a consumer arbitration board.
8.4 Only the German-language original AGB document is valid, as the English version may contain errors due to the automatic translation.

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§9 data protection

9.1 The provider collects, processes and uses personal data of the user within the scope of the legal data protection regulations. Additional information can be found in the provider's data protection declaration: https://ns.10be.de/en/terms.html
9.2 The customer is aware that unencrypted content stored on a server/database can be viewed by the provider from a technical point of view. In addition, it is possible that the customer's data can be viewed by unauthorized third parties when data is transmitted over the Internet.
9.3 Login data that are not stored in encrypted form are highlighted in the input field.
9.4 The provider has only saved the following master data from the user, see:
9.4.1 E-mail address, username, encrypted password, registration time stamp, IP and host of registration, IP and host of confirmation, current session (if not logged out).
9.4.2 Actions carried out: create, edit, start, stop, delete server, delete account, make payment.
9.4.3 Website data that is recorded: https://ns.10be.de/en/terms.html#Datenschutz

§10 Other

10.1 Should a provision of the contract be or become ineffective or should the contract contain a gap that needs to be filled, this does not affect the effectiveness of the remaining provisions. The parties undertake to replace the ineffective provision with an effective one that most closely corresponds to the economic purpose of the ineffective provision. The same applies in the event of a loophole in the contract.
10.2 This is not a medically approved software and may therefore only be used as a pure data storage/information management/diary: https://www.johner-institut.de/blog/iec-62304-medizinische-software/software-als-medizinprodukt-definition/
10.3 If you have any questions or are unclear, please do not hesitate to contact us!

Überlingen, 12 October 2026