Terms and Conditions

Last updated: 18 November 2026

1. Scope and customer service

1.1. These Terms and Conditions, in the version valid at the time of the order, apply exclusively to the business relationship between hearr Media UG (haftungsbeschränkt), Dürener Straße 266, 50935 Köln, Germany (hereinafter "hearr") and the customer (hereinafter "customer").

1.2. For questions, complaints and claims, our customer service can be reached by email at support@hearr.me. Customer service is provided in English and German.

1.3. A consumer within the meaning of these Terms is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession (Section 13 of the German Civil Code, BGB).

1.4. Deviating terms of the customer are not recognised unless hearr expressly agrees to their validity in text form.

2. Services, content and minimum age

2.1. hearr creates and provides individually generated audio content ("audio stories"), as a single purchase or as part of a subscription with a credit system, and in addition as a credit pack (clause 7.10). The presentation of the services on the website does not constitute a legally binding offer but an invitation to place an order.

2.2. The content is intended exclusively for adults and may contain erotic themes. Only persons who have reached the age of 18 may conclude a contract. By placing an order, the customer confirms that they are at least 18 years old.

2.3. The audio stories are generated individually with the help of artificial intelligence on the basis of the customer's input. Descriptions of the services on the website do not constitute an assurance or guarantee; the specific creative design of each audio story may vary.

2.4. hearr does not create content that violates applicable law or hearr's content guidelines. This includes content involving minors or persons who appear to be minors, rape, coercion or overpowering a person against their will (including as a game or fantasy) and abuse, sexual acts within the immediate family, with animals or with the dead, illegal hard drugs, secretly administering substances, extreme intoxication, and real, well-known persons. Details are set out in the content guidelines at https://app.hearr.me/en/inhaltsrichtlinien.

2.5. hearr implements the customer's input only within the limits of clause 2.4 and checks it automatically for this purpose. If the input contains content under clause 2.4, hearr may reject the order or create the audio story without that content. If hearr cannot carry out an order that has already been paid for this reason, hearr credits the credits used or the amount paid to the customer account; at the customer's request, hearr instead refunds the amount paid to the means of payment originally used. If

the customer considers a rejection to be incorrect, they can contact support@hearr.me; the input will then be reviewed by a person.

2.6. If a customer repeatedly or seriously attempts to order content under clause 2.4, hearr may terminate the customer account and any existing subscription for good cause in accordance with Section 314 BGB. Clause 6.7 sentence 2 remains unaffected.

3. Ordering process and conclusion of the contract

3.1. Purchasing audio stories, credits and subscriptions requires a customer account. Before completing the order, the customer can review and change their selection and individual input at any time or cancel the ordering process.

3.2. The customer places a binding order by completing the ordering process via the button labelled as subject to payment.

3.3. The contract is concluded upon successful completion of the payment process via our payment service provider. The customer receives an order confirmation by email without delay; its content is governed by clause 14.

3.4. hearr may reject orders from customers who have repeatedly withdrawn from contracts.

4. Prices

4.1. All prices are in euros and include statutory VAT. The price displayed at the time of the order applies. No shipping costs are charged; the content is provided digitally.

5. Payment

5.1. Payment is made using the means of payment of our payment service provider offered in the ordering process. The terms of the respective payment service provider may additionally apply to the processing of payments.

5.2. Subscription fees are due at the beginning of each billing period and are collected via the stored means of payment. For the monthly subscription, the billing period is one month; for the annual subscription, it is twelve months; the annual price is due in advance at the beginning of the term for the entire twelve months. Single purchases and credit packs are due upon conclusion of the contract.

6. Subscription: term, renewal, cancellation

6.1. hearr offers subscriptions as a monthly subscription and as an annual subscription. The monthly subscription is concluded for an indefinite period and billed in monthly billing periods. It renews automatically for a further month in each case unless it has been cancelled beforehand. Clauses 6.4 to 6.9 additionally apply to the annual subscription.

6.2. The customer can cancel the subscription at any time without notice, effective at the end of the current billing period, in the customer account via the cancellation button or by email to support@hearr.me. Billing periods already paid for run until their regular end; there is no pro rata refund for the current period. The statutory right of withdrawal (clause 10) remains unaffected.

6.3. hearr can cancel the subscription with two weeks' notice, effective at the end of the billing period; the right to terminate without notice for good cause remains unaffected.

6.4. The annual subscription has a fixed term of twelve months from the conclusion of the contract. The end of the term is shown to the customer as a date in the order confirmation and in the customer account.

6.5. The customer can cancel the annual subscription at any time without notice, effective at the end of the term, in the customer account via the cancellation button or by email to support@hearr.me. The cancellation ends the annual subscription when the term expires; until then, hearr provides the services under clause 7 unchanged. There is no pro rata refund of the annual price upon cancellation. The statutory right of withdrawal (clause 10) and the right to terminate without notice for good cause remain unaffected.

6.6. If the annual subscription is not cancelled by the end of the term, the contract continues thereafter for an indefinite period as a monthly subscription of the same subscription tier. The monthly price is the follow-on price that was stated to the customer before placing the order, immediately before the payment button, and in the order confirmation. Clauses 6.1 to 6.3 apply to the continued monthly subscription; it can be cancelled at any time without notice, effective at the end of the current monthly billing period. The continuation does not constitute a new contract.

6.7. In derogation from clause 6.3, hearr can cancel the annual subscription with ordinary notice only effective at the end of the term, with two weeks' notice. If the annual subscription ends before the end of the term as a result of termination for good cause, hearr refunds the portion of the annual price attributable to the contract months not yet begun at the end of the contract; hearr's claims for damages remain unaffected.

6.8. A switch from the monthly subscription to the annual subscription takes effect at the end of the monthly billing period already paid for; the twelve-month term begins with the switch, and any different price previously applicable to the monthly subscription ceases to apply. A switch from the annual subscription to the monthly subscription or to a lower subscription tier is only possible at the end of the term. A switch to a higher subscription tier during the term is only possible if hearr offers it in the customer account.

6.9. If the customer has an annual subscription, the customer may switch to a higher subscription tier during the term in the customer account, provided hearr offers this (upgrade). The upgrade is a separate contract. The price is the difference between the two annual prices, pro rata for the remaining term; it is shown to the customer before the order and is due when the contract is concluded. The end of the term remains unchanged. With the upgrade, the customer receives the services of the higher tier; hearr provides that tier's additional credits for the current contract month and its monthly credits from the next contract month. For the continuation under clause 6.6, the follow-on price of the higher tier stated before the upgrade applies. If the customer withdraws only from the upgrade, the annual subscription continues in the previous tier, that tier's follow-on price applies again to the continuation under clause 6.6, and unredeemed additional credits lapse; clause 10.4 otherwise applies. If the customer withdraws from the annual subscription, this also covers the upgrade (Section 360 BGB).

7. Credit system

7.1. With a paid subscription, the customer receives a certain number of digital usage units ("credits") for creating audio stories per billing period or, for the annual subscription and in derogation from this, per contract month (clause 7.8). The number depends on the subscription model chosen and is described on the pricing page.

7.2. Subscription credits are valid for the respective billing period. Unredeemed subscription credits expire at the end of that period; at the beginning of the new billing period, the allowance is provided anew. They are not carried over to subsequent periods.

7.3. Subscription credits are tied to an active subscription. Once a cancellation has been declared, remaining subscription credits can no longer be redeemed; audio stories already created remain with the customer and can still be accessed. The customer is expressly informed of this in the cancellation process before submitting the cancellation.

7.4. Separately credited bonus credits (e.g. from promotions, referrals or goodwill) are not affected by clauses 7.2 and 7.3, do not expire with the billing period and survive a cancellation.

7.5. Credits can only be redeemed in the customer's own account. Passing them on, trading them or commercial use by third parties is not permitted unless this has been expressly agreed in text form. Credits have no monetary value and are not paid out.

7.6. If, according to the description on the pricing page, the chosen subscription additionally includes credits granted weekly ("weekly bonus credits"), these do not expire at the end of the billing period, in derogation from clause 7.2, but are carried over to subsequent periods. Weekly bonus credits are valid for twelve months from the respective crediting and only expire after this period. They are not bonus credits within the meaning of clause 7.4; clauses 7.1 and 7.5 apply accordingly to weekly bonus credits.

7.7. Clause 7.3 applies accordingly to the redemption of weekly bonus credits: redemption requires an active subscription that has not been cancelled. If a cancelled subscription is reactivated before it ends, weekly bonus credits that are still valid can be redeemed again. The customer is expressly informed of the consequences of a cancellation in the cancellation process before submitting the cancellation.

7.8. For the annual subscription, hearr does not provide the subscription credits for the entire term at once but at the beginning of each contract month. A contract month begins on the calendar day corresponding to the day on which the contract was concluded; if a month does not have this day, it begins on the last day of that month. Clause 7.2 applies with the proviso that the contract month replaces the billing period: unredeemed subscription credits expire at the end of the respective contract month and are not carried over to subsequent months.

7.9. In derogation from clause 7.3 sentence 2 and clause 7.7 sentence 1, subscription credits and weekly bonus credits that are still valid remain redeemable until the end of the term if the annual subscription has been cancelled; until then, hearr continues to provide the monthly subscription credits and the weekly bonus credits. From the end of the term, clauses 7.3 and 7.7 apply unchanged.

7.10. Credit packs.

(a) Customers with an ongoing, paid subscription can additionally purchase credit packs. The number of credits ("pack credits") and the price are set out in the offer in the customer account. Each credit pack is a separate contract with a one-off payment; it does not renew and leaves the subscription unchanged. A purchase is not possible if payments are in arrears, after a cancellation of the subscription has been declared, or if the customer would then have more than 30 unredeemed pack credits.

(b) Pack credits are valid for twelve months from the purchase. The expiry date is stated in the order confirmation and in the customer account. Unredeemed pack credits expire when this period ends.

(c) Pack credits can be redeemed as long as the customer has a subscription, i.e. after a cancellation until the end of the paid term. After that, they are suspended; if the customer takes out a subscription again within their period of validity, they can be redeemed again. Clauses 7.2, 7.3 and 7.7 do not apply to pack credits.

(d) When redeeming, subscription credits are used first, then weekly bonus credits, then pack credits (those expiring first are used first) and finally bonus credits under clause 7.4. If an audio story ordered with pack credits cannot be created, hearr credits the pack credits again with their original expiry date.

(e) Unredeemed pack credits that are suspended, expire or lapse upon deletion of the customer account are refunded by hearr upon request to support@hearr.me with the share of the pack price attributable to them. If hearr terminates the subscription or the customer account, hearr refunds unredeemed pack credits on a pro rata basis even without a request; hearr's claims for damages remain unaffected. Clause 7.5 sentence 3 does not apply in this respect.

(f) If the payment for a credit pack is charged back, its unredeemed pack credits lapse; if hearr does receive the payment after all, hearr credits them again.

8. Single purchases

8.1. Audio stories can be purchased individually, independently of a subscription. Clauses 3 to 5 and 9 to 13 apply accordingly to single purchases.

9. Provision of content

9.1. hearr begins creating the audio story immediately after the conclusion of the contract and makes it available digitally in the customer account. No physical data carriers are shipped.

10. Right of withdrawal for consumers

Consumers have a statutory right of withdrawal. The right of withdrawal generally does not expire when performance of the contract begins. By way of derogation, for customers who have withdrawn from a single purchase with hearr within the last two years, and for customer accounts using the same email address or the same means of payment as such a customer, hearr may (a) make single purchases conditional on the customer expressly agreeing that hearr begins creating the audio story before the withdrawal period has expired, and confirming that the customer thereby loses the right of withdrawal; the right of withdrawal then expires under Section 356(5) and (6) BGB; (b) make the conclusion of a

subscription conditional on the customer requesting that hearr begins performance before the withdrawal period has expired; if the customer withdraws from the subscription, the customer owes compensation under clause 10.5. hearr does not make use of this for credit packs, upgrades and gift vouchers. Each contract (each single purchase, each credit pack, each upgrade and the subscription contract) has its own right of withdrawal with its own withdrawal period.

In addition, the customer can use an electronic withdrawal function to withdraw. It is available throughout the withdrawal period at https://app.hearr.me/widerruf, via the withdrawal link in the footer of hearr.me and in the customer account under Settings via the button "Withdraw from contract".

Withdrawal instructions

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (hearr Media UG (haftungsbeschränkt), Dürener Straße 266, 50935 Köln, Germany, email: support@hearr.me) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website https://app.hearr.me/widerruf. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

For a single purchase, your right of withdrawal expires early if, when purchasing, you expressly agreed that we begin creating the story before the withdrawal period has expired and confirmed that you are aware that you thereby lose your right of withdrawal. It expires as soon as we begin creating the story, at the latest when it is completed.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

— To hearr Media UG (haftungsbeschränkt), Dürener Straße 266, 50935 Köln, Germany, email: support@hearr.me:

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

10.4. If the customer validly withdraws from a contract, hearr refunds the amount paid in full; hearr claims compensation only under clause 10.5. Upon termination of the contract, the customer may no longer use the content provided under that contract and may not pass it on to third parties (Section 327p(1) sentence 1 BGB); hearr is entitled to prevent further use and to deactivate access to this content and to delete the content (Section 357(8) in conjunction with Section 327p(1) sentence 2 BGB). Upon withdrawal from a subscription, the subscription ends, unredeemed credits lapse and access to the audio stories created in the billing period withdrawn from is deactivated; in the case of clause 10.5, they are retained. Clause 7.3 sentence 2 (audio stories already created remain available) applies only to cancellation, not to withdrawal. Audio stories that cannot be clearly attributed to a contract withdrawn from are retained. Upon withdrawal from a credit pack, hearr refunds the pack price in full, even if pack credits have already been redeemed; unredeemed pack credits of this pack lapse. If the customer withdraws from the subscription, hearr also refunds the price of any credit pack purchased up to that point whose pack credits lapse (Section 360 BGB).

10.5. If the customer has requested under clause 10 paragraph 1 (b) that a subscription begins before the withdrawal period has expired, the customer owes, upon withdrawal, compensation for the services provided up to that point (Section 357a(2) BGB). The compensation is the higher of the following shares of the price of the first billing period, or for the annual subscription of the annual price: the share of the days elapsed until the withdrawal in that period, and the share of the subscription credits redeemed until the withdrawal in all subscription credits provided for that period. hearr sets off the compensation against the refund. The audio stories created until the withdrawal are retained by the customer.

11. Warranty

11.1. The statutory warranty rights apply to the digital products provided (Sections 327 et seq. BGB).

11.2. A defect does not exist merely because the individually generated audio story does not match the customer's personal taste; the agreed and the objective requirements under Section 327e BGB are decisive.

12. Liability

12.1. hearr is liable without limitation for intent and gross negligence, for injury to life, body or health and under the German Product Liability Act.

12.2. In the event of a slightly negligent breach of essential contractual obligations (obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely), liability is limited to the foreseeable damage typical for this type of contract. Otherwise, liability for slight negligence is excluded.

12.3. These limitations of liability also apply in favour of hearr's legal representatives, employees and vicarious agents.

13. Rights of use

13.1. Upon full payment, the customer receives, subject to clause 10.4, a simple, non-exclusive, non-transferable right, unlimited in time, to listen to and store the audio story created for them for private, non-commercial purposes.

13.2. Publication, making the audio story publicly available, reproduction beyond private use, passing it on to third parties or commercial use requires hearr's prior consent in text form.

14. Contract text, confirmation email and communication

14.1. After the conclusion of the contract, the customer receives an order confirmation by email. It contains the essential contract data (order or contract number, service, price, date of conclusion of the contract) as well as a reference to the right of withdrawal and to the withdrawal function. For the annual subscription, the order confirmation additionally contains the term with its end date, the follow-on price under clause 6.6 and a reference to the option to cancel at the end of the term. For the credit pack, the order confirmation additionally contains the number of pack credits and their expiry date. The withdrawal instructions together with the model withdrawal form are attached to the email as a PDF document and can be saved and printed by the customer. The Terms and Conditions and the Privacy Policy valid at the time of the conclusion of the contract are linked in the email and can be viewed, saved and printed on the website at any time.

14.2. The contract text is stored by hearr but is no longer accessible online after the ordering process has been completed. Registered customers can view their orders and the content created in their customer account.

14.3. In the course of performing the contract, hearr contacts the customer via the email address provided (e.g. order and delivery confirmations, account-related information). Promotional communication only takes place within the legally permissible framework and can be unsubscribed from at any time.

15. Final provisions

15.1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction and place of performance is Cologne, Germany.

15.2. These Terms and the contract are governed by German law. If the customer is a consumer with habitual residence in another country, this choice of law does not deprive the customer of the protection of the mandatory provisions of the law of that country.

15.3. These Terms are available in German and English. For orders placed via the German-language version of hearr, the German version applies; for orders placed via any other language version, this English version applies. The contract language is the language of the version applicable to the order.

15.4. hearr is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

hearr Media UG (haftungsbeschränkt) · Dürener Straße 266 · 50935 Köln · support@hearr.me