



Blinkist B2B Terms

1. The Agreement

- 1.1. These Blinkist for Business Terms and Conditions (**B2B Terms**) apply to all contracts between Blinkist and Blinkist customers who are business owners and not consumers (**Customers**), and for whom Blinkist provides services.
- 1.2. These B2B Terms apply to all order documents and order processes that are carried out online, by email or via the Blinkist Platform.
- 1.3. These B2B Terms, together with the Order and the DPA (together, the **Agreement**), represent the entire agreement between the Partner and Blinkist in respect of its subject matter and supersedes all prior negotiations and agreements made between Blinkist and the Customer in relation to its subject matter, whether written or oral. Any general terms and conditions provided by the Customer do not apply unless Blinkist has expressly agreed to them.
- 1.4. If there is a conflict, this order of priority applies:
 - 1.1.1. the DPA; then
 - 1.1.2. the Order; then
 - 1.1.3. the AI Addendum; then
 - 1.1.4. these B2B Terms.

2. Service

- 2.1. Subject to the terms and conditions of the Agreement, Blinkist provides the Customer during the Term of the Agreement, solely for the Customer's internal business operations, with the non-exclusive, non-transferable right to access the Blinkist Platform (web and mobile App) for the number of individual Users specified in the Order, Coaching solutions as specified in the Order, as well as any implementation and accompanying services in accordance with Blinkist's standard practices (together, the "**Services**").
- 2.2. Blinkist may grant the Customer access to the Services free of charge or at reduced Fees as part of a trial evaluation for a period determined by Blinkist in its sole discretion ("**Trial Use**"). Blinkist may downgrade, limit or otherwise modify the Services provided for Trial Use at any time without notice. Subject to clause 11, Blinkist shall have no obligations with regard to any guarantee, indemnity, support service and availability pertaining to Trial Use. Blinkist may terminate any Trial Use at any time without giving prior notice to the Customer. Trial Use is not a guarantee of (present or future) product features of the Services.
- 2.3. Additional services outside the scope of the Services will be agreed separately in writing and charged on an actual time basis.
- 2.4. Blinkist must provide the Services with reasonable skill and care.
- 2.5. Blinkist may implement upgrades or new versions of the Services including, but not limited to, modifications to the technical specifications, systems, design, operational method and other functions of the Services at any time in accordance with applicable law.
- 2.6. The Customer must take all reasonable steps to enable Blinkist to provide the Services and perform its other obligations under the Agreement. If the Customer

fails to do so or otherwise prevents or delays Blinkist from performing its obligations under the Agreement, Blinkist is not in breach of the Agreement and is not liable to the Customer for the delay or failure to perform the affected obligations.

3. Rights of Use

- 3.1. Unless otherwise agreed, the Customer may grant access to the Services only to its employees (“**Users**”), subject to the following conditions:
 - 3.1.1. the Customer has purchased a sufficient amount of accesses;
 - 3.1.2. each User has accepted the then-current Blinkist User Terms directly with Blinkist;
 - 3.1.3. the Customer ensures that all Users comply with both the B2B Terms and the Blinkist User Terms; and
 - 3.1.4. the Customer remains fully responsible and liable to Blinkist for all actions and omissions of its Users.
- 3.2. The Customer shall not (and shall not permit any third party, including its Users) to directly or indirectly do any of the following:
 - 3.2.1. sublicense, resell, transfer, assign, distribute, share, or make any external commercial use of or otherwise generate income from the Services;
 - 3.2.2. modify, adapt, translate or create derivative works based on all or any part of the Services (except to the extent expressly permitted by Blinkist or authorised within the Services);
 - 3.2.3. decompile, reverse engineer or disassemble any portion of the Services, or otherwise attempt to discover any source code, object code or underlying structure, ideas, know-how or algorithms or other operational mechanisms of the Services, in each case, unless permitted by mandatory statutory law;
 - 3.2.4. allow individuals to share login credentials (for example, by using a generic email address that more than one person uses to access the Blinkist Platform);
 - 3.2.5. use any Services in violation of any applicable laws and regulations or outside of the scope of rights as set forth in this clause 3.
- 3.3. The Services may be subject to export control laws and regulations of the European Union (EU), the United States (US), and other applicable jurisdictions. The Customer warrants that:
 - 3.3.1. the Customer is not located in any country subject to an embargo or economic sanctions imposed by the EU or the US; and
 - 3.3.2. the Customer is not (i) designated as a denied party under any applicable export or re-export laws and regulations of the EU, the US, or similar laws in other jurisdictions; or (ii) listed on any EU or US government list of prohibited or restricted parties.

4. Term and Termination

- 4.1. The Agreement begins on the license term start date specified in the Order, or, if ordered on Blinkist’s website, once the Customer’s order has been confirmed by Blinkist in writing (email is sufficient) (**Effective Date**).
- 4.2. If no fixed license term is specified in the Order, the Agreement will, on each anniversary of the Effective Date, automatically renew for additional periods of

twelve (12) months (the initial license term together with any renewal term, the **Term**), unless and until either party provides the other party with at least thirty (30) days' prior notice to not renew, in which case the Agreement will terminate on expiration of the initial license term or then current renewal term.

- 4.3. Termination for Breach: Either Party may terminate this Agreement with immediate effect by notifying the other Party if the other party materially breaches the Agreement, unless:
 - 4.3.1. the breach is capable of being remedied; and
 - 4.3.2. the breaching Party remedies the breach within 30 days of receiving notice requiring it to do so.
- 4.4. Termination for non-payment: Blinkist may terminate this Agreement with immediate effect if the Customer fails to make a payment when due and remains in default for 14 days after receiving a payment reminder.
- 4.5. Effects of Termination: Upon termination of the Agreement for any reason:
 - 4.5.1. the Customer must pay all outstanding Fees for Services provided up to and including the termination date;
 - 4.5.2. all User accesses granted under this Agreement will either terminate or, at Blinkist's discretion, be downgraded to a basic (free-of-charge) access level;
 - 4.5.3. the rights and liabilities accrued by either Party prior to termination will not be affected; and
 - 4.5.4. any provisions of the Agreement that, by their nature, should survive termination will remain in effect.
- 4.6. All termination notices need to be in writing (email is sufficient).

5. Fees

- 5.1. The Customer must pay to Blinkist the fees set out in the Order as well as any fees agreed by the Parties in writing for additional services (**Fees**).
- 5.2. All amounts set out in the Agreement are exclusive of VAT and other taxes.
- 5.3. Blinkist will invoice the Customer for the Fees on or around the Effective Date and on or around the first date of each Contract Year (as applicable). The Customer must pay the fees within 14 days from the issue date of the invoice.
- 5.4. The Customer may only exercise a right of set-off or a right of retention if its claims: (a) have been recognized by Blinkist or (b) finally established by a competent court of law.
- 5.5. Coaching Credits: Specifically for the Blinkist Coaching product, the Customer may purchase Credits, each of which is valid for one coaching session for up to 10 participants. Credits are valid for 12 months from the Effective Date.

6. Intellectual property

- 6.1. Blinkist or its licensors own all IP in:
 - 6.1.1. the Services, the Blinkist Platform and all of its content, and any improvements, enhancements or modifications to them;
 - 6.1.2. all materials created in providing implementation and support services (for example, training presentations); and
 - 6.1.3. the Blinkist name and logo. The Customer is granted the right to use the Blinkist name and logo to the extent necessary for the performance of this Agreement (for example, for internal communication purposes).

- 6.2. Blinkist may use any feedback and suggestions for improvement provided by the Customer and its Users without charge or limitation.
- 6.3. The Customer grants to Blinkist a worldwide, non-exclusive, royalty-free licence to reproduce the Customer's name and logo in marketing and promotional materials (including on Blinkist's website) in compliance with any reasonable brand guidelines that the Customer notifies to Blinkist from time to time.

7. Data protection

- 7.1. In the context of providing the Services, Blinkist will process Personal Data both as controller and as processor, as defined in Applicable Data Protection Laws.
- 7.2. As a processor, Blinkist processes such Personal Data that the Customer provides for the purpose of providing the Services, as described in the DPA.
- 7.3. As a controller, Blinkist processes all User Personal Data that is provided by Users or generated in the course of the User's use of Blinkist's services. This includes, in particular, all information on the User's use of the Services and the Content consumed, as well as data that arises during the User's interaction with Blinkist (e.g. in support cases or within email campaigns). The processing of Personal Data under Blinkist's own responsibility as controller is described in the Blinkist Privacy Policy.
- 7.4. The Customer agrees to not supply Blinkist with any sensitive personal information or special categories of data.
- 7.5. The Customer acknowledges and confirms to have the appropriate legal basis to provide Personal Data to Blinkist.

8. Non-Solicitation of Coaching personnel

- 8.1. The Customer acknowledges and agrees that Blinkist's employees, independent contractors and subcontractors involved in providing Blinkist's Coaching services (Blinkist's **Talent**) are a valuable asset to Blinkist and Blinkist incurs substantial time, energy, and costs in recruiting, placing, training, and orienting Talent. Accordingly, the Customer commits, for the term of the Agreement and for a period of one (1) year thereafter, and subject to clause 8.2., to neither solicit for hire nor hire (as an employee, independent contractor, or subcontractor) directly or indirectly, any Talent of Blinkist who contributed to the performance of Coaching services under this Agreement.
- 8.2. Nothing in this clause 8 is intended to constrain the professional development and the employment of any of Blinkist's Talent. Subject to the Customer's prior written notice to Blinkist and full payment of the buyout fee described as follows, the Customer may, at any time during or after the term of the Agreement, opt to directly engage or employ any of Blinkist's Talent. With respect to each individual Talent which the Customer solicits for hire or hires, directly or indirectly, the Customer will pay Blinkist a buyout fee in the amount equal to twenty-five percent (25%) of the individual Talent's total base salary, for the first year of employment or work with the Customer.

9. Disclaimers

- 9.1. Blinkist must use reasonable efforts to maintain the availability of the Services, but does not guarantee that the Customer's use of the Services will be uninterrupted or error-free.
- 9.2. Blinkist does not guarantee, represent or warrant any specific learning progress or learning success to be achieved by the Customer and Users by using the Services.
- 9.3. Blinkist may update, modify, or withdraw features and functionalities of the Services at any time for maintenance or improvement purposes. Blinkist will use reasonable efforts to ensure that such updates do not materially and adversely affect the use of the relevant parts of the Services by its customers.

10. Indemnities

- 10.1. Blinkist must defend the Customer against any claim that the Services infringe any patent effective as of the Effective Date, trade mark or right of confidentiality and must indemnify the Customer against any amounts awarded against the Customer in judgment or settlement of the claim, subject to:
 - 10.1.1. the Customer notifying Blinkist promptly of the claim;
 - 10.1.2. the Customer cooperating reasonably with Blinkist, at Blinkist's expense, in the defence and settlement of the claim; and
 - 10.1.3. the Customer giving Blinkist sole authority to defend and settle the claim, save that Blinkist will have no obligation to defend or indemnify the Customer under this clause 10.1. for any claims arising out of: (a) the Customer's breach of the Agreement; (b) misuse or modification of the Blinkist Platform; (c) combination of the Blinkist Platform with any components not provided by Blinkist; (c) Customer Data; or (d) Blinkist's compliance with the Customer's specific requirements or instructions. If a third-party claim of infringement is threatened or occurs, Blinkist may seek to mitigate damages by modifying the Blinkist Platform or (if the foregoing is not commercially feasible) terminating the Agreement and refunding to the Customer any unused, prepaid Fees. The provisions of this clause 10.1 are Blinkist's sole and exclusive liability, and the Customer's sole and exclusive remedy, for third-party claims of infringement.
- 10.2. The Customer must defend, indemnify and hold harmless Blinkist against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, subject to:
 - 10.2.1. Blinkist notifying the Customer promptly of any relevant claim;
 - 10.2.2. Blinkist cooperating reasonably with the Customer, at the Customer's expense, in the defence and settlement of any relevant claim; and
 - 10.2.3. Blinkist giving the Customer sole authority to defend or settle any relevant claim.

11. Limits on liability

- 11.1. Nothing in the Agreement limits any liability that cannot legally be limited, including liability for:

- 11.1.1. injury to life, body or health caused by Blinkist, its legal representatives or vicarious agents; or
 - 11.1.2. damage caused intentionally or with gross negligence by Blinkist, its legal representatives or vicarious agents; or
 - 11.1.3. damage resulting from the absence of any guaranteed characteristics; or
 - 11.1.4. claims under the German Product Liability Act.
- 11.2. Blinkist shall be liable for damage resulting from the breach of its primary obligations under this Agreement by Blinkist, its legal representatives or vicarious agents. Primary obligations are such basic duties which form the essence of the Order and on the performance of which the Customer may rely. If the breach of such primary obligation was caused (a) through simple negligence by Blinkist, its legal representatives or executive staff; or (b) through simple or gross negligence by Blinkist's vicarious agents, then Blinkist's liability shall be limited to the contractually-typical and foreseeable damage.
- 11.3. Subject always to clauses 11.1 and 11.2, Blinkist shall not be liable for damage resulting from the breach of non-primary obligations by: (a) simple negligence of Blinkist or its legal representatives; or (b) simple or gross negligence of Blinkist's vicarious agents not mentioned in (a).
- 11.4. Subject to clause 11.1, Blinkist's total liability arising out of or in connection with any Order, whether in contract or tort or otherwise shall in no circumstances exceed a sum equal to 100% of the total Fees paid or payable by the Customer under the relevant Order.
- 11.5. Neither Blinkist nor the Customer shall be liable for any failure or delay in performance under the Agreement to the extent that such failure or delay is caused by events outside the reasonable control of a party and occurring without that party's fault or negligence.
- 11.6. Any other liability of Blinkist not covered by this clause 11 is excluded.

12. Confidentiality

- 12.1. During the course of this Agreement, it may become necessary to exchange Confidential Information between the Parties. The Receiving Party will treat Confidential Information with reasonable care and disclose only on a need-to-know basis or as permitted under this Agreement. The Receiving Party will only use Confidential Information for the purposes of performing its obligations or as permitted under this Agreement. The Receiving Party may disclose Confidential Information only:
 - 12.1.1. if approved by the other Party in writing;
 - 12.1.2. required by law or regulation;
 - 12.1.3. in the event of dispute between the Parties, as necessary to establish the rights of either Party; or
 - 12.1.4. as necessary to provide the Services.
- 12.2. In the case of clause 12.1.2. and 12.1.3., the disclosing party will provide reasonable advance notice to the Receiving Party to provide reasonable assistance to limit the scope of the disclosure unless prohibited by law or regulation.

13. Miscellaneous

- 13.1. Except in the case of a merger or corporate reorganisation, neither party may assign or otherwise create any interest in any of its rights or obligations under the Agreement without the prior written consent of the other Party.
- 13.2. No variation of the Agreement is effective unless it is in writing and either (i) signed by the Parties or (ii) displayed by Blinkist and accepted by an admin user of the Customer within the Blinkist Platform.
- 13.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification or deletion under this clause 13.3 does not affect the validity or enforceability of the rest of the Agreement.
- 13.4. The Agreement may be executed in counterparts, each of which when executed constitutes a duplicate original, but the counterparts together constitute the same agreement.
- 13.5. Nothing in the Agreement is intended to establish any partnership or appoint either party the agent of the other, or otherwise authorise either party to commit the other in any way whatsoever. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.
- 13.6. This Agreement, and all rights and duties of the Parties, shall be governed by and construed in accordance with the laws of Germany under exclusion of the rules of conflict of the Introductory Act of the German Civil Code (EGBGB), and the regulations of the CISG.
- 13.7. The courts of Berlin shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

Definitions:

In the Agreement, the following definitions apply:

Admin Space: A dedicated online administrator account for the management of accesses and insights into User adoption as part of the Blinkist Platform.

Agreement: As defined in clause 1.3.

AI Addendum: The AI Addendum set out in Annex 1.

Applicable Data Protection Laws: All applicable laws, regulations, regulatory guidance, or requirements in any jurisdiction relating to data protection, privacy, or confidentiality of Personal Data of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Canada, Israel, Australia and the United States of America, as applicable to the Processing of Personal Data under the Agreement including but not limited to the EU GDPR, the UK GDPR, the Swiss FADP as well as the Californian CCPA and CPRA.

Blinkist (or we, us) means Blinks Labs GmbH, a limited liability company incorporated in Germany under HRB 144222 B in the commercial register, Amtsgericht Charlottenburg, whose registered office is at Sonnenallee 223, 12059 Berlin, Germany.

Blinkist Platform: The online micro-learning platform provided by Blinkist as part of the Services, according to the components set out in the Order.

Coaching (by Blinkist): Facilitated by qualified coaches, Blinkist's Coaching contains a curated selection of bite-sized Blinkist content for self-directed learning, complemented with cohort-based coaching sessions.

Credit (for Blinkist Coaching): One Credit is valid for one coaching session for up to 10 participants.

Confidential Information: All information which is by its nature confidential, or which is marked as such, that is received by a party (**Receiving Party**) from the other party in connection with the Agreement, other than (i) information that was rightfully in the possession of the Receiving Party before disclosure by the disclosing party; or (ii) information that is in the public domain other than as a result of a breach of the Agreement by the Receiving Party.

Contract Year: A 12-month period beginning on the Effective Date or any anniversary of it.

Customer (or **you**): The customer named on the Order.

Customer Data: The data entered by or on behalf of the Customer or its Users for the purpose of using the Services or facilitating the Customer's use of the Services.

DPA: The data processing agreement available at <https://www.blinkist.com/business/customer-dpa.pdf>, including its appendices.

Effective Date: As defined in clause 4.1.

Fees: As defined in clause 5.1.

Intellectual Property, IP: means any intellectual property rights of any kind, whether registered or unregistered, and including applications, renewals, extensions, and rights to claim priority, in each case anywhere in the world.

Order: The order for the services under the Agreement that has been signed by both Parties or otherwise agreed, for example through an online check-out on Blinkist's website.

Party: The Customer or Blinkist; Parties means both of them.

Personal Data: Any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

Privacy Policy: The Blinkist Privacy Policy, available here: <https://www.blinkist.com/en/privacy>.

Receiving Party: As defined in the definition of Confidential Information.

Services: As defined in clause 2.1.

Talent: As defined in clause 8.1.

Term: As defined in clause 4.1.

Trial Use: As defined in clause 2.1.

User: A natural person authorised to use the Services on the basis of the Agreement.

User Terms: The Blinkist end user terms of service available at <https://www.blinkist.com/en/tos>, including the end user AI terms: <https://www.blinkist.com/en/ai-policy>.

Effective May 27, 2025

Annex 1: AI Addendum

These additional terms apply to the Customer's use of any AI-enabled feature made available by Blinkist, whether in the Blinkist Platform or otherwise (each an **AI Feature**). The AI Features are part of the Services. Any defined terms shall have the same meaning as in the Customer Terms.

1. Generating Content

The use of our AI Features may allow Customer to input or upload various forms of content, including text, audio files, video files, documents, or website links (referred to collectively as **Input**), via the Blinkist Platform and Services. This Input will serve as the basis for the AI Features to produce an output, such as text, images, audio files, or video files, which will then be made available to you (referred to as **Output**). The AI Features, Input, and Output must be used in accordance with the Agreement.

2. Input

- 2.1. Customer is solely responsible for Input. Customer must not submit and not allow its Users to submit any Input that:
 - 2.1.1. incorporates trademarks or other materials protected by third-party Intellectual Property Rights, unless Customer has sufficient rights in such materials;
 - 2.1.2. aims to produce Output that closely resembles a copyrighted work of a third party or is otherwise subject to by third-party Intellectual Property Rights, unless Customer has sufficient rights in such work;
 - 2.1.3. includes any Personal Data, unless Customer, as the controller of such data, ensures that the processing is carried out in accordance with its data protection processes and Applicable Data Protection Laws;
 - 2.1.4. violates applicable law; or
 - 2.1.5. violates the Agreement.
- 2.2. As between Blinkist and the Customer, and to the extent permitted by applicable law, Customer retains ownership rights in Input.

3. Output

- 3.1. Customer is solely responsible for the creation and use of the Output, ensuring it complies with the Agreement. Customer may not misrepresent the Output as human-generated when it is not.
- 3.2. Blinkist disclaims all warranties, express or implied, regarding the Output, including its suitability, usability or any implied warranties that the Output will not violate the rights of a third party or any applicable law.
- 3.3. Due to the nature of Blinkist's Services and artificial intelligence generally, Output may not be unique and other users may receive similar Output from Blinkist's Services.

4. Blinkist's Use of Input and Output

- 4.1. Blinkist may not use Customer Data as training data for any AI models.

- 4.2. Blinkist may use Input and Output to provide, maintain, develop, and improve the Services, comply with applicable law, enforce Blinkist's terms and policies, and keep the Services safe. For this, Customer grants Blinkist a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, distribute, modify, create derivative works based on, or translate both the submitted Input and any corresponding Outputs for any purpose.
- 4.3. Customer warrants that it is entitled to grant the licence in clause 4.2 and that Blinkist's use of those rights in accordance with the Agreement will not infringe anyone else's rights.

5. Disclaimers / Beta Version

- 5.1. AI Features make mistakes. The Customer must use human review to identify and correct any errors in the Output before using or relying on the Output for any purpose.
- 5.2. Non-infringement remedies are excluded. Any indemnity provided by Blinkist under the Agreement relating to non-infringement by the Services of any intellectual property or other third party rights does not apply to the Output.
- 5.3. Our AI Features are currently only available in a beta version, which is still undergoing final testing before its broader release. The AI Features are provided on an "as is" and "as available" basis. Blinkist does not give any warranties, whether express or implied, as to the suitability or usability of the AI Features. Blinkist will not be liable for any loss, whether such loss is direct, indirect, special or consequential, suffered by any party as a result of their use of the AI Features.

6. Termination and suspension of AI Features

- 6.1. Blinkist may terminate or suspend the Customer's access to AI Features immediately by giving notice to the Customer:
 - 6.1.1. if the Customer materially breaches the Agreement;
 - 6.1.2. the Customer's use of the AI Features poses a security risk to Blinkist or any third party;
 - 6.1.3. if Blinkist reasonably suspects that the Customer's use of the AI Features is fraudulent or could subject Blinkist or any third party to liability;
 - 6.1.4. if there are changes in Blinkist's relationships with third party technology or content providers; or
 - 6.1.5. to comply with the law or government requests
- 6.2. Any termination or suspension of AI Features under this clause 6 does not entitle the Customer to any reduction, refund, or credit of Fees.

Additional Definitions:

AI: Artificial intelligence.

AI Feature: Any AI-enabled feature made available by Blinkist on the Blinkist Platform or otherwise.

Input: As defined in clause 1.

Output: Output from any AI Feature based on an input provided by the Customer.