

Terms of service

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Terms and conditions for use of the service.

1. Operator and eligibility

Wendung is a funnel analytics service operated by Alexander Alekseenko, Einzelunternehmer, Virgilstraße 9, 81673 Munich, Germany ("Wendung", "we", "us"). These Terms of Service govern your access to and use of Wendung.app, the Wendung dashboard, APIs, SDKs, documentation, and related services.

By creating an account, subscribing to a paid plan, clicking to accept these terms, or using the service, you agree to these terms. If you use Wendung for an organisation, you confirm that you have authority to bind that organisation.

Wendung is intended for business and professional use. If you use Wendung as a consumer, mandatory consumer protection rights that apply to you are not limited by these terms.

Solo-operated service.

Wendung is built and operated by a single person. This affects support capacity, continuity planning, and availability expectations, as described below.

2. The service

Wendung provides a web-based analytics dashboard and SDK for tracking multi-step user flows and website traffic in customer applications. The service includes event ingestion, funnel analysis, segment breakdowns, user timelines, web analytics for registered sites (pageviews, visitors, sessions, sources, locations, and devices), retention windows, optional AI-assisted insights, and related analytics features described on Wendung.app or in the documentation.

We may add, change, suspend, or remove features at any time. We will make reasonable efforts to communicate material changes in advance where practical.

Wendung is an analytics and decision-support tool. It is not a system of record, backup service, legal or financial advisor, security monitor, or compliance certification product.

3. Accounts and authority

You must provide a valid email address to create an account. You are responsible for maintaining the confidentiality of your credentials, sessions, API keys, and workspace invitations.

You are responsible for all activity under your account and workspaces. Notify us promptly at hello@wendung.app if you suspect unauthorised access, compromised credentials, or misuse of your account.

You must be at least 18 years old and legally able to enter into this agreement, either personally or on behalf of the organisation you represent.

4. Customer responsibilities and acceptable use

You are responsible for your applications, your configuration of Wendung, the data you choose to send, and your legal relationship with your own users.

- Use Wendung only for lawful purposes and in compliance with applicable laws, including privacy, consumer protection, sanctions, export control, and anti-abuse rules.
- Have a valid legal basis for collecting and sending analytics data to Wendung, and provide your own privacy notice to your end users where required.
- Enable pageview tracking only on websites you own or are authorised to measure, and obtain any consent that applies to the anonymous visitor identifier the SDK stores in the visitor's browser where your jurisdiction requires it.
- Do not send special category data, health data, biometric data, criminal offence data, payment card data, government ID numbers, passwords, authentication secrets, or other highly sensitive data through the SDK or APIs.
- Do not use Wendung to collect data about children or minors unless you have all legally required safeguards and permissions.
- Do not resell, sublicense, or provide Wendung as a standalone service to third parties without our written consent.
- Do not reverse engineer, decompile, scrape, overload, disrupt, bypass access controls, circumvent usage limits, or interfere with billing or security mechanisms.
- Do not send excessive, automated, malformed, or artificially generated traffic intended to degrade, disrupt, or overload the service.

Ingest pipeline abuse.

Flooding the ingest API, sending volumetric attacks, or deliberately causing errors is a material breach. We may suspend traffic, revoke keys, terminate access, and seek recovery for damage caused.

5. Customer data, privacy, and data processing terms

When you send analytics event data through the SDK or APIs, you are the controller of that data and Wendung acts as your processor under GDPR where GDPR applies. For account, workspace, billing, security, support, and service administration data, Wendung acts as controller as described in the Privacy Policy.

Data Processing Agreement.

This section forms the data processing agreement between you and Wendung for analytics event data processed on your behalf, to the extent GDPR or similar processor rules apply.

Subject matter and duration

Processing analytics event data, project configuration, funnel definitions, and related diagnostics for the duration of your use of Wendung and the retention or deletion periods described in the Privacy Policy.

Nature and purpose

Receiving, validating, storing, querying, aggregating, displaying, securing, troubleshooting, and deleting analytics data so Wendung can provide the service.

Personal data

Event names, event properties, traits, customer-provided user IDs, anonymous visitor and session identifiers, page URLs, page titles, referrers, campaign parameters, device, browser, and screen metadata, coarse location metadata, derived session aggregates, request diagnostics, and similar data you choose to send or enable.

Data subjects

Users, visitors, customers, team members, or other individuals whose activity is represented in analytics data sent by your application.

Instructions

Your documented instructions are these terms, your product configuration, your use of the dashboard, SDKs, and APIs, and any written instructions we accept by email or another durable format.

- We will process customer analytics personal data only on documented instructions unless law requires otherwise.
- We will ensure that people authorised to process personal data are bound by confidentiality obligations.
- We will maintain appropriate technical and organisational safeguards considering the nature, scope, context, and risk of the processing.
- You give general written authorisation for the sub-processors listed in the Privacy Policy. We will impose appropriate data protection obligations on sub-processors and remain responsible for their processing as required by GDPR.
- Where international transfers require safeguards, we will rely on adequacy decisions, Standard Contractual Clauses, or another lawful transfer mechanism.
- Taking into account the nature of the service and the information available to us, we will reasonably assist you with data subject requests, security obligations, breach notifications, DPIAs, and regulator consultations where required by law.
- We will notify you without undue delay after becoming aware of a personal data breach affecting customer analytics personal data.
- After termination, we will delete or return customer analytics personal data according to your available product controls, the Privacy Policy, and legal retention requirements.
- We will make reasonable information available to demonstrate compliance with these processor terms. Audits must be reasonable, documented in advance, limited to relevant processing, and avoid disruption or security risk.

You indemnify Wendung against claims, fines, losses, and costs arising from your failure to meet your own controller obligations, your privacy notices, your lawful basis, or the data you choose to send.

6. Plans, usage limits, billing, and cancellation

Paid plans are billed on a recurring basis through Stripe. By subscribing, you authorise Stripe to charge your payment method for the plan, renewal period, applicable taxes, and any other charges shown at checkout or in the billing portal.

Plan limits, including projects, funnels, events per month, pageviews per month, retention windows, AI usage, and ingest rate limits, may be enforced by the product. Pageviews received after the monthly pageview limit is reached are not stored, and web analytics is not available on plans without a pageview allowance. We may throttle, reject, delay, truncate, or disable data or features that exceed plan limits or fair use expectations.

Prices are listed on the Wendung pricing page and may change with 30 days notice for existing paid subscriptions. Price changes take effect on the next renewal unless stated otherwise.

You may cancel from account settings or the billing portal where available. Cancellation takes effect at the end of the current billing period, and access to paid features may continue until then unless your account is suspended or terminated for breach.

Except where mandatory law requires otherwise, payments are final and non-refundable. We do not provide refunds for partial billing periods, unused time, downgrades, or cancellations. We may consider exceptional refund requests at our discretion.

If payment fails, we may notify you by email, retry payment, suspend paid features, downgrade the workspace, or terminate the subscription after a reasonable period.

7. Availability, support, and service continuity

No SLA.

Wendung does not offer a service level agreement, uptime guarantee, data ingestion guarantee, support response guarantee, or dedicated support channel unless separately agreed in writing.

We will make reasonable efforts to keep the service available, secure, and useful, but interruptions, maintenance, rate limiting, data delays, data loss, or feature degradation may occur.

Because Wendung is solo-operated, urgent support may not always be available. You should not rely on Wendung for mission-critical workflows where downtime, delayed ingestion, or lost analytics data would create material harm.

8. Security and third-party providers

We use technical and organisational safeguards appropriate to the service, including access controls, transport security where applicable, password hashing, rate limiting, and infrastructure protections. No internet service can be guaranteed completely secure.

Wendung depends on third-party providers such as hosting, database, analytics infrastructure, billing, email, background jobs, and AI model providers. The current provider list is maintained in the Privacy Policy.

You are responsible for securing your own applications, API keys, account access, customer notices, and any data exports you download from Wendung.

9. Intellectual property

Wendung, including the hosted service, dashboard, website, design, branding, documentation, and non-open-source software, is owned by Alexander Alekseenko or licensed to Wendung. These terms do not transfer ownership rights to you.

Open-source SDKs or code samples published by Wendung are governed by their applicable open-source licences. Those licences continue to apply independently of these terms.

You retain ownership of the data you send to Wendung. You grant Wendung a limited licence to host, process, transmit, display, and analyse that data solely as needed to provide, secure, troubleshoot, and improve the service.

If you send feedback or suggestions, you allow us to use them without restriction or compensation, but we do not claim ownership of your underlying customer data.

10. AI features

Wendung may include optional AI chat, AI-generated funnel insights, summaries, or recommendations. AI outputs can be inaccurate, incomplete, or outdated and are provided for informational use only.

You are responsible for reviewing AI outputs before relying on them. Do not use AI outputs as the sole basis for legal, financial, medical, employment, safety, or similarly significant decisions.

Use of AI features may be subject to plan limits, rate limits, provider availability, and additional restrictions described in the product or documentation.

11. Suspension and termination

You may stop using Wendung or cancel your subscription at any time. You should export any data you need before closing a workspace or account.

We may suspend or terminate access immediately if you materially breach these terms, create security or legal risk, abuse the ingest pipeline, fail to pay, provide false registration information, violate sanctions or export rules, or use Wendung in a way that could harm Wendung, other customers, infrastructure, or third parties.

On termination, your right to access the service ends. Data is retained and deleted according to the Privacy Policy, product controls, backup cycles, and legal retention obligations.

12. Liability and indemnification

Nothing in these terms limits liability for intent, gross negligence, injury to life, body, or health, fraudulent concealment, mandatory product liability, or any other liability that cannot be limited under German law.

For slight negligence, Wendung is liable only for breach of essential contractual obligations and only for typical, foreseeable damages. To the maximum extent permitted by law, Wendung is not liable for indirect damages, loss of profits, loss of revenue, loss of goodwill, business interruption, loss of data, failed ingestion, or unavailable analytics.

To the maximum extent permitted by law, Wendung's total liability for claims arising out of or relating to the service is limited to the amount you paid to Wendung in the 12 months before the event giving rise to the claim. For unpaid use, the cap is EUR 100.

To the extent permitted by law, claims against Wendung arising out of or relating to the service must be brought within 12 months after you became aware, or would have become aware without gross negligence, of the circumstances giving rise to the claim. This shortened limitation period does not apply to claims based on intent, gross negligence, injury to life, body, or health, fraudulent concealment, mandatory product liability, or any other claim that cannot be shortened under mandatory law.

You agree to indemnify and hold harmless Wendung and Alexander Alekseenko from claims, damages, losses, fines, costs, and reasonable legal fees arising from your breach of these terms, your unlawful use of the service, your customer data, your end-user claims, your privacy law failures, your misuse of the ingest pipeline, or your violation of third-party rights.

13. Changes to these terms

We may update these terms from time to time. If changes are material, we will notify you by email, in-app notice, or another reasonable method at least 14 days before the changes take effect where practical.

Continued use of Wendung after updated terms take effect means you accept the updated terms. If you do not agree, you must stop using Wendung and cancel any paid subscription before the updated terms apply.

14. General legal terms

- Neither party is responsible for delays or failures caused by events beyond reasonable control, including infrastructure outages, provider failures, attacks, strikes, legal orders, natural events, or internet disruptions.

- You may not assign these terms without our consent. We may assign these terms as part of a merger, acquisition, reorganisation, asset sale, or transfer of the service.
- If any provision is unenforceable, the remaining provisions continue in effect.
- Failure to enforce a provision is not a waiver.
- These terms, together with the Privacy Policy, any plan terms shown at checkout, and any written agreement signed by both parties, are the entire agreement for the service.
- Notices may be sent to the email address on your account or to hello@wendung.app for notices to Wendung.

15. Governing law, disputes, and contact

These terms are governed by the laws of the Federal Republic of Germany, excluding conflict-of-law rules. Where legally permitted, the courts of Munich, Germany have exclusive jurisdiction.

If you are a consumer, mandatory consumer protection rules and mandatory jurisdiction rights of your country of residence may also apply.

Questions about these terms can be sent to hello@wendung.app.

Operator details

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