GENERAL TERMS AND CONDITIONS

1.   Scope of contract and validity

1.1.   All orders and agreements shall only be legally binding insofar as payment made by Seller.

2.   Scope and assessment

2.1.   The subject matter of an order may be:

- Selling of databases as offered

- Miscellaneous services

2.2.   When ordering databases or addresslists, the Client shall confirm knowledge of the scope of services of the ordered programmes upon ordering.

2.3.   Should it become obvious during the course of work that fulfilment of the order, according to the performance description, is actually or legally impossible, the Contractor shall immediately notify the Client thereof. Should the Client not adapt the performance description accordingly and/or not create conditions that make possible fulfilment, the Contractor may refuse fulfilment. Should the inability of fulfilment be caused by default of the Client or by a retrospective change of the performance description by the Client, the Contractor shall be entitled to withdraw from the contract. The Client shall reimburse the Contractor any costs and expenses incurred for the work of the Contractor so far as well as for possible disassembly costs.

2.4.   Delivery of databases or addresslist will be sent via email or download-link.

3.   Prices, taxes and fees

3.1.   All prices shall be calculated in USD without VAT. These shall only apply for the respective current order. All prices mentioned are quoted from place of business of the Contractor.

3.2.   For databases or addresslist, the list prices valid on the day of delivery shall apply. For all other services (organisational consultation, programming, initial training, adjustment support, telephone consultation, etc.), the work shall be invoiced according to the rates effective on the day of performance. Deviations to the time required as provided by

contractual pricing, which is not attributable to the Contractor, shall be invoiced according to actual time required.

4. Delivery date

4.1. The Contractor shall strive to meet the agreed deadlines of fulfilment (completion) as closely as possible.
The delivering og databases and addresslist is instantly after payment, but in cases of technical issues 24hrs.

4.2. The delivering of the datas is in this formats:
- .xlsx
- .ods
- .csv

The delivering is via email and a unique downloadlink.

5. Payment

5.1. The payment is payable before downloading the databases / addresslists.

5.2. The Contractor shall be entitled to issue an invoice upon delivery of each individual unit or service for orders consisting of several units (e.g. databases or addresslists).

5.3. The Client shall not be entitled to withhold payments due to incomplete overall deliveries, warranty or guarantee claims or defects.

6. Copyright and usage

6.1. After payment of the remuneration agreed, the Contractor shall grant the Client a non-exclusive, non-transferrable, non-sub-licensable and indefinite right to use the databases / addresslist only for own using. The Contractor shall retain all other rights.

6.2. The Client shall be permitted to make copies for archiving and data security purposes subject to the condition that the databases contains no express ban of the licensor or a third party, and that all copyright and ownership notices shall be transferred to the copies without alteration.

7. Right of withdrawal

7.1. The Client shall be entitled to withdraw from a respective order by letter sent by registered post, should the agreed delivery deadline not be met due to the sole fault or illegal actions of the Contractor provided that the agreed service is not performed to a considerable extent within an adequate grace period and the Client is not at fault.

7.2. Force majeure, work conflicts, natural disasters and transport bans, as well as other circumstances outside of the influence of the Contractor, shall release the Contractor from their obligation to delivery and/or shall allow them to determine a new delivery deadline.

7.3. It shall only be possible for the Client to cancel an order with written consent of the Contractor. Should the Contractor agree to cancelation of an order, they shall be entitled to charge a cancellation fee to the amount of 30% of the overall project order value not yet invoiced in addition to the services already rendered and costs incurred.

9. Liability

9.1. The Contractor shall only be liable to the Client for damage the Contractor verifiably

causes in cases of gross negligence. This shall also apply mutatis mutandis to damage caused by third parties brought in by the Contractor. In case of bodily injuries caused by the Contractor, the Contractor shall be liable without limitation.

- Liability for indirect damage, e.g. loss of profit, costs related to interruptions, data losses or claims of third parties, shall be expressly excluded.

- Claims for damages shall lapse according to legal provisions, however, at the latest after one year starting from the knowledge of the damage and the person responsible for this.

9.2. Should the Contractor fulfil work with the assistance of a third party and any guarantee and/or liability claims arise against this third party therefrom, the Contractor shall cede those claims to the Client. In such cases, the Client shall focus on this third party.

10. Loyalty

10.1. The contractual partners agree to mutual loyalty. Both shall refrain from headhunting and employing, even via third parties, employees of the respective other contractual partner, who work on the fulfilment of orders, for the term of contract and twelve months after the contract terminates. Any contractual partner infringing this clause shall be obligated to pay lump-sum indemnification to the amount of one month salary of the employee.

11. Non-disclosure

11.1. The Contractor shall obligate their employees to fulfil the provisions stipulated in Section 6 of the Austrian Data Protection Act.

12. Miscellaneous

12.1. Should clauses of this Contract be or become invalid, this shall not affect the validity of remaining subject matter of the Contract. The contractual partners shall cooperate in order to find a regulation which comes as close as possible to the intention of the invalid clauses.

13. Final Provisions

13.1. Insofar as nothing else is agreed on, only the legal provisions regarding business-to-business transactions according to Austrian law shall apply, even if the order is implemented abroad. The local jurisdiction of the objectively competent court for the place of business of the Contractor shall be exclusively agreed upon for possible disputes. Pursuant to the Austrian Consumer Protection Law (*KSchG*), the Terms and Conditions above shall be valid insofar as the Austrian Consumer Protection Law provides no differing obligatory provisions for selling to consumers.