

Part I – General regulations

§1 Scope

(1) If you (hereinafter: “customer”) are from us, flound GmbH, Schulgasse 22, 2540 Bad Vöslau Austria

- Receive newsletters/mailings/other information
- and/or use services/services
- and/or enter into consulting/workshop contracts
- and/or book events/seminars/events with us,

The exclusive validity of these General Terms and Conditions (GTC) is agreed by us. We do not allow the use of our offers without prior acknowledgment of our general terms and conditions.

(2) Before using our services, you confirm that you are a company or entrepreneur.

(3) All agreements made between you and us in connection with the respective contract result from these conditions and from individual consultation with you.

(4) The version of our general terms and conditions valid before you use our services is relevant.

(5) The customer's general terms and conditions or forms will in no case be recognized or become part of the contract, regardless of whether we were aware of them or not, whether we have objected to their validity or not and regardless of whether they contradict our general terms and conditions or not.

(6) If we have a long-term business relationship with the customer, the General Terms and Conditions apply to each individual service on our part, even if their validity has not been specifically pointed out.

§2 Subject of the contract

(1) We offer our customers in particular the participation, provision and implementation of workshops, seminars and consulting services - multimedia, video-based, by telephone and also stationary. The workshop and consulting services are either standardized or individualized, depending on the customer's booking. The respective service description results directly from our offers.

(2) We provide the customer with services in the areas of management consulting, knowledge transfer and technology and trend research. Unless expressly agreed otherwise in writing, we are not obliged to provide any work. In particular, we can only predict the success of certain technology, trend and other measures based on experience. The customer is aware that we are not responsible for any success in this regard. If a separate remuneration is agreed for the achievement of a certain success of a measure, this is then paid as a success-related bonus. However, in principle there is no right to achieve concrete success.

(3) The customer is obliged to cooperate within the scope of the contractual relationship. He will provide the necessary cooperation actions immediately upon our first request.

(4) The contract concluded between us and the customer does not contain any protective obligations in favor of third parties.

§3 Conclusion of contract

(1) The legal transaction comes into effect as soon as the customer receives our consent (in writing) to his order. The legal transaction is also effectively concluded if the customer is granted immediate access to his order (for example through access to the password-protected participant platform). An order confirmation alone is not a binding acceptance of the order, unless it also declares acceptance in addition to confirming receipt.

(2) If the acceptance deviates from the customer's order, this deviation is deemed to have been approved if the customer does not object to it within 3 days of receipt.

(3) In the case of contracts concluded by telephone, the customer agrees that we may record the telephone call or video chat with him for evidence and documentation purposes. If the contract is concluded by telephone, the customer has no right to receive the contract contents from us again in written form, unless otherwise agreed.

(4) There is no right of cancellation for contracts concluded in writing or by telephone with companies or entrepreneurs.

(5) The presentation and promotion of our services on our websites, documents (such as brochures) or within advertisements (for example on LinkedIn, Instagram, Google, etc.) does not constitute a binding offer to conclude a contract with us.

§4 Prices and service provision

(1) All prices are net prices and do not include statutory sales tax.

(2) Our services are provided at the times individually agreed with the customer.

(3) Unless otherwise provided for when the legal transaction is concluded, the agreed remuneration is due immediately upon conclusion of the contract.

(4) The application of § 934 ABGB (challenge due to shortening by more than half) is waived in accordance with § 351 UGB.

(5) Offsetting the customer's counterclaims for remuneration is only permitted against undisputed or legally established claims.

(6) Upon request (e-mail), you will receive an invoice for the services booked.

§5 Termination, term

(1) The contract is concluded for the term agreed with the respective customer.

(2) Unless otherwise agreed between us and the customer, the contract term is extended by the duration of the initial term unless one of the contracting parties has terminated the contract at least 4 weeks before the end of the initial term or the extended term (= notice period). Terminations must be in writing to be effective. Termination by email also corresponds to the written form.

(3) The customer's early/free termination rights within the contract term are excluded.

(4) The right to extraordinary termination if there is an important reason remains unaffected.

(5) In the event of extraordinary termination for good cause, our claim to compensation remains unaffected.

§6 Default

(1) Deadlines for the provision of services by us only begin after we have received the invoice amount in full and, as agreed, we have received all of the data required for the services or the necessary cooperation has been completed.

(2) If the customer defaults on payments, we reserve the right not to carry out further services until the outstanding amount has been settled.

(3) If the customer is in arrears with a payment due to us in the case of installment payments, we are entitled to make the entire remuneration

due by the next regular termination date due, as well as to terminate the contract extraordinarily and to discontinue the services .

§7 Fulfillment

(1) When carrying out the agreed services in accordance with the offer, we are entitled to use the help of third parties/service providers.

(2) If we are prevented from providing the agreed services for reasons beyond our control, our claim to compensation remains unaffected.

§8 Behavior and consideration

(1) The customer must ensure the usual behavior of a responsible entrepreneur towards us. We reserve the right to prosecute any unlawful and/or improper or unfounded statement about our company and our services, whether by customers, competitors or other third parties, in particular untrue statements of fact, under civil law or criminal law without prior notice.

(2) When participating in our programs and services, the customer must ensure that the content continues smoothly both to us and to the other participants. If the customer impairs the operation of our programs and services through inappropriate behavior, the customer will be asked once to remedy the impairment. In the event of further impairment, we are then entitled to temporarily or permanently exclude the customer from our workshops and services. In this case, our claim to compensation remains unaffected.

§9 Rights of use

(1) We have exclusive copyright exploitation rights to all articles, images, databases, videos, texts, newsletters, webinars, etc. that we publish (e.g. on LinkedIn or in password-protected areas). Any use of this content is not permitted without our consent. The intellectual property and all other rights to the work results created by us, our employees and/or third parties involved, the know-how and documents contributed to projects remain exclusively with us. The customer has no rights to the results due to his possible participation.

(2) The customer receives a simple right of use with regard to the content stored by us in the password-protected member area exclusively for the duration of the contract term. This right of use serves to implement the contract concluded individually with the customer.

(3) The customer is provided with access and logins to our programs, content and platforms exclusively for the duration of the booked contract term and usually personally. Passing on the provided access, login data and the contents of our member platforms to third parties not authorized by us

to the customer is strictly prohibited... Access by company members/employees of the customer is generally permissible, but must be expressly approved by us to the customer and being confirmed.

(4) The customer undertakes to keep trade secrets and operational matters of a confidential nature, which are designated as such by the management in writing or orally or are obviously recognizable as such, secret and without express approval for the duration and after termination of the contractual relationship not to make the management accessible to third parties.

(5) For every case of violation of the obligations listed in Section 9 Paragraphs 1, 3 and 4 as well as in the event of a violation of our copyrights, we are entitled to demand a contractual penalty in accordance with the agreement of up to € 20,000.00. We reserve the right to assert further claims for damages (including in the event of slight negligence on the part of the customer). Any claims that go beyond the contractual penalty, in particular claims for damages and injunctive relief, remain unaffected by the contractual penalty in question and can also be asserted additionally.

6) By using our member platforms, the customer agrees to the evaluation of individual user behavior and the collection of the associated data (including IP and MAC address), which may be personal, on the respective platform by our company and the use of appropriate software for this Length of the contract term.

(7) The customer does not receive any right of use with regard to advertising texts/advertisements published by us on our websites or within forums/groups.

§10 Terms of payment, postponement of dates

(1) Unless otherwise agreed individually with the customer, the remuneration for our services is due in full upon conclusion of the contract. Any additional costs such as travel, hotel and meal costs will be billed in advance as a travel allowance or by receipt after the service described in the offer has been provided. If the actual costs exceed the pre-billed travel allowance by more than 10%, we reserve the right to charge additional costs retrospectively.

(2) We reserve the right, if a set date is postponed in any way by the customer, we reserve the right to charge an additional 35% of the order total due to additional costs incurred.

§11 Warranty and liability

(1) The customer is entitled to have any inaccuracies corrected free of charge if we are responsible for them; This claim expires six months after

we have provided the service or six months after the end of the activity in question.

(2) We are entitled to make at least three attempts to remedy any defect. The customer is responsible for providing evidence of the defect; § 924 ABGB is completely excluded.

(3) If the customer has not fulfilled his obligations to cooperate, has not fulfilled them completely or has not fulfilled them in a timely manner, our liability is excluded. The customer must provide proof of complete and timely fulfillment of all obligations to cooperate.

(4) We are liable to the customer for damages - with the exception of personal injuries - only in the event of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages caused by third parties engaged by us.

(5) The customer's claims for damages can only be asserted in court within six months of becoming aware of the damage and the perpetrator.

(6) In the event of gross negligence, we are only liable up to an amount equal to the fee agreed for the order in question.

(7) We are only liable for lost profits in the event of intent or gross negligence.

(8) As part of his obligation to cooperate, the customer is obliged to only provide us with image/video/sound material that is free of third-party rights. The customer and his employees indemnify and hold us harmless from any claims made by third parties.

§12 Data protection, consent to data processing, consent to image, sound and video recordings, reference naming

(1) Personal data is all information that relates to an identified or identifiable natural person. This includes, for example: first and last name including title (or company including company register number), address, email address, telephone number and date of birth. Only such personal data is collected that is necessary for the implementation and processing of our services or that you have provided to us voluntarily.

(2) We, flound GmbH, Schulgasse 22, 2540 Bad Vöslau, Austria, collect and process the personal data (also through an AI) that you as a customer provide to us, for example as part of an inquiry or to conclude a contract. Data processing will only take place with your consent (Article 6 Paragraph 1 Letter a GDPR) and to establish, manage and process the business relationship (Article 6 Paragraph 1 Letter b GDPR) or if there is another legal basis in accordance with Article 6 Paragraph 1 GDPR exists; this in compliance with data protection and civil law regulations. We

process your data exclusively on the basis of the legal provisions (GDPR, DSG 2018, TKG 2003).

(3) We will store data for the duration of the entire business relationship and beyond in accordance with the statutory retention and documentation obligations, which arise, among other things, from the Corporate Code (UGB) and the Federal Tax Code (BAO), or as long as this is necessary to defend against liability claims is, keep.

(4) In principle, data will not be transferred to third parties unless we are legally obliged to do so, the data transfer is necessary to carry out the contractual relationship, or you have previously consented to the transfer of your data. Your personal data will not be sold to third parties or otherwise marketed. Within our company, those employees receive your personal data who need it to fulfill the purposes stated above. Our employees are obliged to treat your data confidentially and only process it to the extent necessary to provide the service.

(5) Regardless of efforts to maintain an appropriately high level of care requirements, it cannot be ruled out that information that you provide to us via the Internet will be viewed and used by other people. Please note that we therefore assume no liability of any kind for the disclosure of information due to errors in data transmission not caused by us and/or unauthorized access by third parties (e.g. hack attack on email account or telephone, interception of faxes). However, we make every effort to ensure that data breaches are identified at an early stage and, if necessary, immediately reported to you or the responsible supervisory authority, taking into account the respective data categories that are affected.

(6) In accordance with Art. 15 GDPR, you have the right to receive information about your personal data stored by us at any time. For your own protection - so that no one else receives information about your data - it may be necessary for us to verify your identity in an appropriate manner. You also have the right to correct incorrect or incomplete personal data in accordance with Art. 16 GDPR, to restrict processing in accordance with Art. 18 GDPR, or - apart from mandatory processing for business purposes - to delete your personal data in accordance with Art. 17 GDPR the right to data transfer. You can make changes or revoke your consent to data processing at any time with future effect in accordance with Art. 21 GDPR. Your data will no longer be processed after you object, unless there are compelling legitimate reasons for the processing that outweigh your interests, rights and freedoms or the processing serves to assert, exercise or defend legal claims. Against the

You can object to data processing for the purpose of direct advertising at any time with future effect. The data protection authority is responsible for applications regarding violations of the right to information, violation of the rights to secrecy, rectification or deletion.

(7) You can address inquiries and assert your rights at any time to the following responsible body:

flound GmbH,

Schulgasse 22,

2540 Bad Vöslau

Austria

E-mail:info@flound.io

(8) You give your express consent that in the course of our services, especially at seminars and events, we create image, sound and video recordings in which the customer can also be seen, and use them for advertising purposes (e.g. on our social media channels).

(9) You also give your express consent to name or use you and your logo as a reference. Reference naming and logo use will primarily occur on our homepage, during seminars and events or on our social media channels.

§13 Participation in seminars and events

(1) If you book participation in events, seminars or activities with us, your booking is binding. We usually confirm your booking by email.

(2) The customer is only entitled to withdraw from his booking if there is an important reason. In this regard, reference is made to paragraph 3 of this provision. The important reason must be proven in a qualified manner together with the declaration of withdrawal.

(3) If we receive the declaration of withdrawal up to 6 weeks before the start of the event for an important reason, processing costs amounting to 35% of the respective participation fee will be incurred. For less than 6 weeks and up to 3 weeks before the start of the event, 50% of the participation fee is due. If you cancel less than 3 weeks before the start of the event, the full participation fee will be charged. The time at which we receive the declaration of withdrawal applies.

(4) A replacement participant may only be provided with our prior consent.

§14 Applicable law, place of jurisdiction

(1) Austrian law applies to these General Terms and Conditions and all contracts concluded by us with reference to these General Terms and Conditions, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods

(2) The exclusive place of jurisdiction for all disputes arising from the contract is the competent court in Baden. However, we are entitled to assert our claims against the customer at the customer's general place of jurisdiction. The mandatory consumer protection regulations of the consumer state remain unaffected by the choice of law in accordance with Article 6 Paragraph 2 Rome I Regulation.

(3) The contract language and the language in which our services are carried out is German.

§15 Miscellaneous

(1) If individual provisions of the General Terms and Conditions are invalid or illegal, the remaining provisions remain in effect.

(2) The customer waives the right to contest the contract and the general terms and conditions underlying this contract - to the extent permissible - for any legal reasons whatsoever, in particular not due to errors.

Part II – Special regulations for participation in our member areas, seminars and workshops

§1 Netiquette

(1) As part of the contractual relationship with our company, the customer must always treat other participants/customers and our employees with respect.

(2) In the event of culpable violations, we are entitled, after a one-time warning, to temporarily or permanently block the customer's access to our program and training content at our reasonable discretion or to exclude the customer from participating in our seminars or workshops. The customer's contractual obligations towards us remain unaffected in this case.

§2 Acquisition of other participants

(1) Systematic customer acquisition is prohibited. No participant may be bothered by customer acquisition attempts.

(2) In the event of a culpable violation, we are entitled, at our reasonable discretion, to temporarily or permanently exclude the customer from participating in our social media groups. The customer's contractual obligations towards us remain unaffected in this case.

§3 Prohibition of passing on internal information and trade secrets

(1) During our consulting projects, workshops and live calls, our employees, other participants and experts may disclose internal company information and business details. In this respect, confidentiality must always and completely be maintained towards external parties and third parties. Dissemination of this information is prohibited.

(2) In the event of a culpable violation by the customer, we are entitled to temporarily or permanently block access and logins to our programs and content at our reasonable discretion. The customer's contractual obligations towards us remain unaffected in this case.

§4 Prohibition of disrupting training and program processes

(1) The customer is prohibited from taking any action that disrupts or impairs our workshop and program processes and/or the customer experience of other participants. This applies both inside and outside the structures we provide.

(2) In the event of a culpable violation by the customer, we are entitled to temporarily or permanently block access and logins to our programs and content at our reasonable discretion. The customer's contractual obligations towards us remain unaffected in this case.

Terms and Conditions - Status: July 13, 2026 © - Reproduction prohibited.