



**TERMS OF SERVICE**  
**of**  
**quattroSEC GmbH**

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## **1. General provisions / Scope**

- 1.1 All legal transactions (all services and / or deliveries) between the client and quattroSEC GmbH are exclusively subject to these General Terms and Conditions. In each case, the valid version at the time of the conclusion of the contract is decisive
- 1.2 These general terms and conditions (GTC) apply to all legal transactions and all services and/or deliveries of quattroSEC GmbH in Germany and abroad.
- 1.3 These general terms and conditions also apply to all future contractual relationships, and thus even if this is not expressly stated in supplementary contracts.
- 1.4 Conflicting terms and conditions of the client are un-valid, unless they are expressly recognized by quattroSEC GmbH in writing.
- 1.5 In case that any provisions of these terms and conditions should be and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on their basis.

## **2. Scope of the care contract / substitution**

- 2.1 Der The scope of a specific order is contractually agreed in individual cases.
- 2.2 quattroSEC GmbH is entitled to have all or part of its duties performed by third parties. The payment of the third party is made exclusively by the quattroSEC GmbH itself. There is no direct contractual relationship between the third party and the client.
- 2.3 The client undertakes not to enter into any kind of business relationship with persons or companies during which and up to the expiry of three years after termination of this contractual relationship, which quattroSEC GmbH uses to fulfill its contractual obligations. In particular, the client will not entrust these persons and companies with such or similar consulting services as quattroSEC GmbH offers.

### **3. Duty of clarification of the client / declaration of completeness**

- 3.1 The client ensures that the organizational framework conditions allow for an undisturbed, as well as for the rapid progress of the advisory process, beneficial work when fulfilling the contract at its place of business.
- 3.2 The client will also comprehensively inform quattroSEC GmbH about previous and / or ongoing consultations - also in other fields.
- 3.3 The client shall ensure that quattroSEC GmbH is provided with all documents necessary for the fulfillment and execution of the order in a timely manner and that it is informed of all events and circumstances which are of importance for the execution of the order are. This also applies to all documents, processes and circumstances that become known only during the activity of the consultant.
- 3.4 The client shall ensure that his employees and the employee representation (works council) provided for by law and, where appropriate, set up by the works council are informed by quattroSEC GmbH prior to the start of the work.

### **4. Securing Independence**

- 4.1 The contracting parties commit themselves to mutual loyalty.
- 4.2 The contractual partners mutually undertake to take all precautions which are suitable to prevent the endangerment of the independence of the commissioned third parties and employees of quattroSEC GmbH. This applies in particular to offers of the client on employment or the assumption of orders on own account.

### **5. Reporting / Reporting Obligation**

- 5.1 quattroSEC GmbH undertakes to report on its work, that of its employees and, if applicable, also of the commissioned third parties to the work progress in accordance with the client.
- 5.2 The final report will be given to the client in due time, in. two to four weeks, depending on the nature of the contract after completion of the service.
- 5.3 quattroSEC GmbH is not liable for the production of the agreed service, acts at its own discretion and on its own responsibility. It is not tied to any particular place of work or working hours.

## 6. Protection of intellectual property

- 6.1 The copyrights to the works / services created by quattroSEC GmbH and its employees and commissioned third parties (in particular offers, reports, analyzes, expert reports, organizational plans, programs, performance specifications, drafts, calculations, drawings, data carriers, etc.) remain at quattroSEC GmbH. They may be used by the client during and after termination of the contractual relationship only for purposes covered by the contract. The client is not entitled to multiply and / or distribute the work (s) / service (s) without the express consent of quattroSEC GmbH. Under no circumstances will the liability of quattroSEC GmbH - in particular for the accuracy of the work - to third parties be caused by an unauthorized duplication / dissemination of the work.
- 6.2 The breach of these provisions by the customer entitles the quattroSEC GmbH to terminate the contractual relationship immediately and to assert other legal claims, in particular to surrender and / or damages.

## 7. Scope

The scope of the contractual services results from the respective service description and the related written agreements of the contracting parties.

### 7.1 Hardware deliveries

Upon conclusion of the contract, benefits and risks are transferred to the client. All transport and delivery costs are to be borne by the customer, unless otherwise expressly agreed.

The quattroSEC GmbH assumes no procurement risk to suppliers and therefore excludes any liability in this regard. The transport risk lies with the client. The contractual use is exclusively based on the service description in the offer. Deviating agreements require a written confirmation.

### 7.2 Software delivery

As far as provided in the offer, quattroSEC GmbH delivers to the customer software. It is expressly pointed out that quattroSEC GmbH neither programs the software to be delivered nor individually adapts it to customer requirements, unless this is expressly part of the offer.

Without express agreement there is no claim to release the source code. An installation of the software is only owed if this is an explicit part of the offer. Unless agreed between the parties, quattroSEC GmbH does not prepare its own documentation for supplied software, but passes on to the client the documentation of the software's creator.

Copyrights, rights of use and exploitation rights are generally held by the author of the software, who in turn regulates the transfer of rights of use and exploitation to third parties. Unless otherwise expressly agreed between the parties, the nature and extent of the transfer of the rights of use and exploitation of software shall be governed exclusively by the license terms of the respective creator of the software. A guarantee for the actual existence of these usage and exploitation rights on the part of the creator cannot be given by quattroSEC GmbH. Claims with regard to such usage and exploitation rights are to be directed exclusively to the respective creator of the software.

### 7.3 Services

The quattroSEC GmbH provides service and consulting services in the field of ICT security and / or the installation and implementation of hardware and software supplied.

The billing of service and consulting services takes place on a timely basis. The smallest calculation unit is one hour. Should the actual time required be less than one hour, the time bill will be rounded upwards. For this purpose, a daily rate or a price for a calculation unit of 15 minutes is usually agreed upon, to which the customer can order service and consulting services in their free discretion and extent. The agreed prices are binding in the longest case for one year after the conclusion of the contract.

Insofar as fixed prices have been agreed for services and consultancy services, these shall apply subject to the express reservation that the IT system environment used by quattroSEC GmbH in the course of the planning will permit execution at a fixed price.

The same applies to the required cooperation services of the client. If a service and / or consulting service can no longer be provided at a fixed price due to changes in the IT system environment at the customer or defective cooperation by the client, quattroSEC GmbH informs the customer immediately. In this case, the parties will unanimously agree on a new compensation.

If no agreement can be reached in this respect, quattroSEC GmbH is entitled to terminate the existing contract with immediate effect. Services already provided will be invoiced at the expense of the order terms applicable at the time the service is provided.

Support and maintenance fees are to be understood as a fixed price, there is no billing after actual time. Support and maintenance fees are, unless expressly agreed otherwise in individual cases, to be paid annually in advance. A refund of already paid support and maintenance fees is excluded.

## **8. Warranty**

8.1 quattroSEC GmbH is entitled and obligated, irrespective of any fault, to revoke any known errors or errors in its performance. QuattroSEC GmbH will inform the client immediately.

8.2 This claim of the client expires in the legal framework after the achievement of the respective service.

### **8.3 Hard-/Software**

quattroSEC GmbH only warrants that the delivered hardware and / or software at the time of delivery are not flawed with defects that cancel the value or suitability for the usual or contractually stipulated use or more than reduce its value insignificant. Any further warranty on the part of quattroSEC GmbH is - insofar as legally permissible - excluded. In particular, quattroSEC GmbH makes no warranty for wear and defects caused by improper use or by disregarding the manufacturer's, installation, installation and / or operating instructions. The warranty right expires further in case of intervention or other manipulations by the client or third parties commissioned by him. The quattroSEC GmbH points out that according to the state of the art it is not possible to create software completely error-free. Unless expressly agreed otherwise, quattroSEC GmbH does not guarantee that the software complies with the customer's special requirements or that it cooperates with programs of the client or the hardware available to the customer. The rights to defects become statute-barred one year after their delivery as defined in no. 2.1 Theorem 1. The client must report any defects in writing and in as much detail as possible. The quattroSEC GmbH is free to provide warranty by repair or replacement. In the event of failure of the repair or replacement, the client is entitled to request the reduction of the remuneration or withdrawal from the contract.

### **8.4 Service / Consulting Support and Maintenance**

quattroSEC GmbH warrants that it will provide the contractually complied services by trained specialist personnel in compliance with the usual care in their business. If there is a defect, the client has to immediately reprimand it and is entitled to a free right of rectification. This right becomes statute-barred one year after the performance of the services. All other warranty and warranty rights as well as claims for damages are excluded as far as legally permissible.

The quattroSEC GmbH points out that essential parts of the system environment (software, hardware, networks) may not be available during the provision of support and maintenance services.

## **9. Liability and damages**

- 9.1 The quattroSEC GmbH is liable to the customer for damages except for personal injury - only in case of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages caused by third parties engaged by the contractor.
- 9.2 Claims for damages by the client can only be asserted in court within six months of becoming aware of the damage and the party responsible for the damage, but at the latest within three years after the event giving rise to the claim.
- 9.3 The client has to prove that the damage is due to a fault of quattroSEC GmbH.
- 9.4 If quattroSEC GmbH performs the work with the help of third parties and in this connection warranty and / or liability claims are made against these third parties, quattroSEC GmbH assigns these claims to the client. In this case, the principal will primarily hold to these third parties.
- 9.5 The client meets protection and due diligence obligations regarding facilities and services of quattroSEC GmbH and its contractual partners. Furthermore, the customer undertakes to use the facilities and services provided by quattroSEC GmbH or third parties commissioned by it as intended. The client is liable for damages that quattroSEC GmbH incurs due to loss, damage to its equipment, in particular misuse of data, or the transfer of the equipment to third parties.
- 9.6 The quattroSEC GmbH is in no case liable for consequential damages, pure Property damage, lost profit, indirect damage, destruction of data and damages resulting from claims for compensation of third parties against the customer and in case of force majeure.
- 9.7 The liability of quattroSEC GmbH (except personal injury) is limited to three times the fixed annual fees to be paid by the client. The quattroSEC GmbH is not liable for damages caused by the client due to non-compliance with the contract and its components, in particular these general terms and conditions.
- 9.8 The quattroSEC GmbH is not liable for damages that are due to actions of third parties - as far as they are not vicarious agents - force majeure or effects of devices connected by the customer.



9.9 Furthermore, quattroSEC GmbH is not liable for data requested by the client from the Internet or for e-mails received by it (including viruses that are not contained) and for services provided by third-party service providers, even if the client does not provide access to these over a link from a homepage quattroSEC GmbH or over an information by quattroSEC GmbH receives. This also applies to attacks by hackers (for example break-in in WLAN systems, etc.) - quattroSEC GmbH assumes no liability for this. Damage and expenses incurred as a result shall be borne by the client.

## 10. Secrecy and privacy

10.1 On the basis of the Data Protection Act, the contracting parties undertake to store, process and pass on personal data only in the context of providing services and only for the agreed purpose.

10.2 Furthermore, the contracting parties commit themselves to technical, commercial and personal matters, in particular business and trade secrets, as well as any information that informs about the type, scope and practical activities of the client, to maintain secrecy and not to pass them on to third parties.

10.3 Data about the business relationship must be kept in a safe place so that it is protected against the access of third parties.

10.4 quattroSEC GmbH undertakes to oblige all employees concerned to comply with the currently valid General Data Protection Regulation as well as the secrecy of all information that they receive in fulfillment of this contract in connection with the client.

10.5 In addition, quattroSEC GmbH undertakes to implement all technical possibilities that comply with the state of the art in order to safeguard data protection and secrecy. The violation of the obligation to secrecy entitles the client to terminate the contract without notice.

10.6 The quattroSEC GmbH has to take all technical, possible and reasonable measures to protect the data stored on it.  
Should a third party unlawfully succeed in bringing data stored at quattroSEC GmbH into its power of disposition or continue to use it, quattroSEC GmbH shall only be liable to the client in case of intentional or grossly negligent behaviour.

10.7 The client is obliged to keep his passwords secret.  
He is liable for damages caused by insufficient secrecy of the passwords by the client or by passing them on to third parties.

10.8 The client releases quattroSEC GmbH in respect of all losses, damages and costs, including the costs of legal action resulting from a breach of data protection regulations by the client, even if expenses have to be incurred to prevent attacks by third parties including the competent supervisory authorities fight back.

10.9 Both parties mutually undertake to obtain the know-how and trade secrets which they experience when carrying out the contractual cooperation and to keep all know-how, which is not generally known, secret from third parties and to oblige their employees accordingly. This applies in particular, but not exclusively, to all information about business partners, customers and the technologies and procedures used.

10.10 Confidentiality extends indefinitely even beyond the end of this contractual relationship. Exceptions exist in the case of statutory reporting obligations.

## 11. Fee

11.1 All prices are in Euro without VAT and without any fees

11.2 Valid and invoiced for services are the prices of the offer or order form and the number of services of the acceptance protocol.

11.3 Upon completion of the agreed service, quattroSEC GmbH will issue a fee in accordance with the agreement between the customer and quattroSEC GmbH. The company quattroSEC GmbH is entitled to submit intermediate work bills accordingly to the progress of work and to demand appropriate progress for the respective progress.

11.4 Accumulating cash expenses of quattroSEC GmbH such as expenses, travel expenses, ect. are also to be replaced in addition to billing. Any special services will also be charged according to actual costs. The prices are to be agreed individually and in advance.

11.5 The quattroSEC GmbH reserves the right to change their prices. In such a case, the client will be notified by quattroSEC GmbH no later than one month before the price change.

11.6 Should the performance of the agreed service be omitted for reasons on the side of the client or due to a justified premature termination of the contractual relationship by quattroSEC GmbH, quattroSEC GmbH retains the right to payment of the entire agreed fee minus a saved one expenditure.

If an hourly fee is agreed, the fee is to be paid for the number of hours expected for the entire agreed service less the expenses saved. The saved expenditures are agreed on a flat-rate basis with 30 percent of the fee for those services which quattro-SEC GmbH has not yet provided by the date of termination of the contractual relationship.

- 11.7 In the case of non-payment of interim invoices, quattroSEC GmbH is released from its obligation to render further services. The assertion of further claims resulting from non-payment will not be affected by this.

## **12. Payment arrangements**

### **12.1 Accounting**

The fees will be charged on the last day of each month for the current calendar month unless otherwise stated in the Terms and Conditions or nothing else has been agreed in writing. Any discount arrangements do not apply to consumption charges, etc. quattroSEC GmbH is entitled to pay all necessary costs for the appropriate prosecution (including the costs of legal warning letters and default interest of 1% pa above the EURIBOR (12 months)) The counterclaim against open claims against quattroSEC GmbH and the retention of payments due to alleged but not acknowledged by the quattroSEC GmbH claims of the client, is excluded Rights of the client, his contractual services according to § 1052 ABGB to refuse to effect or guarantee the consideration, as well as at all his legal right of retention are excluded.

### **12.2 Objection**

Objections to the invoiced claims are to be made by the client within 30 days of the invoice date, otherwise the claim is deemed to be accepted. QuattroSEC GmbH will inform consumers about this deadline and the legal consequences of non-compliance.

### **12.3 Pay dispute**

If an error is found which could have been to the detriment of the client, and the correct fee cannot be determined, the client has to pay a fee, which corresponds to the average of the last invoice amount.

## **13. Electronic accounting**

- 13.1 quattroSEC GmbH is entitled to submit invoices to the customer in electronic form. The client expressly agrees to the receipt of invoices in electronic form by quattroSEC GmbH.

## 14. Duration of the contract

14.1 Contracts concluded between the contracting parties for the purchase of services or other continuing obligations are concluded for an indefinite period or the agreed specific time.

In the latter case, the contractual relationship is automatically extended by the original term of the contract, unless it is announced by a party by notice in writing, subject to a one-month notice period.

Consumers are expressly and timely referred to their right of termination and in case of non-exercise of legal consequences (contract renewal).

14.2 If no agreement has been made on a waiver of notice, contracts concluded for an unspotted time can be terminated in writing subject to a one-month notice period at the latest of the month. Consumers are at contracts that have been concluded for an indefinite period or for a fixed period of more than one year, in any event a statutory right of termination subject to a two-month period from the end of the first year.

## 15. Contract termination

15.1 Ordinary termination

Termination by the client may occur on the last day of each month. If the termination results in a shorter period of operation than the respectively agreed minimum contract period, quattroSEC GmbH reserves the right to charge the client 50% of the fixed fees. Termination by quattroSEC GmbH may be made subject to a notice period of 2 months in each case to the last of a month.

15.2 Deadline resolution

If the client is late with payment obligations for more than three months, or if the client grossly or repeatedly violates other essential contractual obligations, in particular those that affect the functionality of the services of quattroSEC GmbH or its contractual partners, quattroSEC GmbH may Dissolve contractual relationship without notice. If the customer becomes insolvent quattroSEC GmbH can terminate the contractual relationship with immediate effect.

15.3 Opening of bankruptcy

An opening of the bankruptcy over the assets of the client terminates the contractual relationship, without the need for further explanation. The however, liquidator can continue the contractual relationship until the final annulment of the bankruptcy. In this case, however, he must submit a written request within 10 working days of the opening of the bankruptcy, providing a reasonable security deposit or advance payment stipulated by quattroSEC GmbH.

#### 15.4 Death of the client

With the death of the client, the contractual relationship ends. The legal successors of the client are obliged to report the death of the same immediately to the quattroSEC GmbH. For charges which have accrued from the death of the client up to the knowledge of the death by the quattroSEC GmbH, are liable without prejudice to other provisions, estate and heirs. All cases of immediate termination of the contract, the service interruption for a reason, which is attributable to the sphere of the client, leave the claim of quattroSEC GmbH on the fee for the contractually scheduled contract period until the next termination date and on the assertion of claims for damages unaffected.

15.5 In general, if the timely payment of claims for payment of quattroSEC GmbH appears to be endangered, the further provision of services can always be made dependent on an adequate security deposit or advance payment, this is especially the case if quattroSEC GmbH terminates the contract prematurely in accordance with these contractual and contractual terms legal provisions.

### 16. Contract basis

16.1 These terms and conditions apply to all deliveries and services provided by quattroSEC GmbH on behalf of or on the basis of the provision to the client. The reciprocal rights and obligations of the contracting parties are exclusively determined by the content of the order accepted by quattroSEC GmbH and these general terms and conditions and any existing general terms and conditions of quattroSEC GmbH. In catalogs, brochures, etc. Information provided is only relevant for entrepreneurs if express reference has been made in the order confirmation; This does not apply to consumers.

16.2 Verbal collateral agreements are ineffective, for consumers apply the Limitations of the Consumer Protection Act. Any changes and additions to an order must be in writing in case of other ineffectiveness.

16.3 The current GTC are published on the homepage of quattroSEC GmbH at [www.quattrosec.com/AGB](http://www.quattrosec.com/AGB) or communicated in another suitable form. Changes to the terms and conditions can be made at any time by quattroSEC GmbH and are also effective for existing contractual relationships. The essential contents of these changes are announced at least one month before the entry into force on the homepage of quattroSEC GmbH under [www.quattrosec.com/AGBnew](http://www.quattrosec.com/AGBnew) or in another suitable form with reference to the time of the entry into force of the change.

16.4 The general terms and conditions also apply to future transactions between the contractual partners, even if they should not be referred to again in future contract conclusion. Any ineffectiveness of individual provisions shall not affect the validity of the remaining General Terms and Conditions. The ineffective provision is replaced by an effective one that comes closest to the invalid provision in terms of its meaning and purpose.

- 16.5 A contractual relationship between the contractual partners shall be deemed closed if quattroSEC GmbH has sent a written order confirmation or a delivery to the last address given by the customer after the order or order has been received, or has begun the actual provision of the service.
- 16.6 For the calculation of time limits concerning minimum contract period, period of a possible cancellation waiver and similar applies in all cases where no explicit order confirmation has been made, as the contract begins the month-first of the month in which the service was started. The rights and duties of quattroSEC GmbH under this contract may be transferred in full without the consent of the client to other quattroSEC GmbH companies or their legal successors or third parties, including with regard to individual services, with the debtor-discharging effect for the transferor, whereby the transferor informs the client of the acceptance of the contract.
- 16.7 quattroSEC GmbH is free to transfer the specific execution or performance to any legal successor. The transfer of the use to third parties of services provided by quattroSEC GmbH (including the use of the hardware) is only permitted with the consent of quattroSEC GmbH.

## 17. Deadlines and dates

- 17.1 quattroSEC GmbH is authorized to transfer its obligations wholly or in part, and therefore also with respect to individual services, to a third party in the case of business dealings with a debt-discharging effect and the client is informed thereof, this does not apply to consumers. The use of contractual services by third parties, as well as the transfer of payment to third parties requires the express written consent of quattroSEC GmbH.
- 17.2 The provision of the service shall take place within 10 weeks of the acceptance of the contract, unless stipulated otherwise in the respective order form or in the order confirmation or in the concluded contract. If the delivery date is not met for reasons attributable to quattroSEC GmbH, quattroSEC GmbH undertakes to grant the customer a credit note in the amount of € 50.00 excl. VAT / week for exceeding the delivery dates, if the provisioning service is exceeded by more than 4 weeks. This does not apply if the failure to comply with the provision dates for delays in services by third parties, which are not attributable to the vicarious agents of the quattroSEC GmbH. Any further compensation is excluded.
- 17.3 Deadlines and deadlines are only binding if they have been expressly agreed in writing as such. The provisions according to §3 or 5e Consumer Protection Act for the right of withdrawal are fully applicable.
- 17.4 The withdrawal period begins with the day of delivery of the ordered goods or in the case of the provision of services with the day of the contract conclusion. The declaration of withdrawal is timely if it was sent within the deadline.

17.5 There is no right of withdrawal in accordance with § 5f Consumer Protection Act, in particular for goods that have been produced according to the customer's specifications and software that has been opened. For services, the execution of which is commenced by the consumer as agreed within seven working days (§ 5e para. 2 first sentence) from conclusion of the contract, there is likewise no right of withdrawal. QuattroSEC GmbH will point out in this agreement the exclusion of the right of withdrawal.

## **18. Interruptions in services**

18.1 Insofar as this is foreseeable and plannable, quattroSEC GmbH will inform the client immediately, but at least one week in advance, about the time and duration of a possible interruption of the service or invalidity. Plannable interruptions of this kind take place in the maintenance windows agreed when the contract is concluded with the contracting party if possible.

## **19. Due of the client to comply with statutory regulations**

19.1 The client undertakes to observe all legal regulations and to assume sole responsibility for quattroSEC GmbH for compliance with these legal provisions.

19.2 The client undertakes to indemnify and hold quattroSEC GmbH harmless if the latter is reasonably claimed by civil or criminal, judicial or extrajudicial, due to contents placed on the market by the customer. If quattroSEC GmbH is claimed, it is up to it alone to decide how it reacts (litigation, settlement, etc.); In this case (except in the case of gross negligence on the part of quattroSEC GmbH), the client cannot raise the objection of insufficient legal defense.

19.3 For quattroSEC GmbH's IT systems, quattroSEC GmbH principally takes the utmost care in the respective state of the art. The quattroSEC GmbH points out, however, that one hundred percent certainty cannot be guaranteed that liability for application errors of the contracting party or its assistants and employees will also not be assumed, as in the case of unauthorized modifications of the software or configuration without the consent of quattroSEC GmbH.

19.4 The following applies to consumer transactions: The liability of quattroSEC GmbH for damage to property due to slight negligence is excluded.

The client further undertakes not to use the contractual services in any way that would adversely affect third parties, or that is quattroSEC GmbH or any other endangered by safety or operation. In addition, the client undertakes to inform quattroSEC GmbH immediately and completely in case of other damages, if he is legally or exculpated from the use of the contractual services.

Without the prior written consent, the clients of quattroSEC GmbH are not entitled to transfer the rights and obligations arising from this contract to a third party.



## **20. Compulsory insurance**

- 20.1 The client must insure and insure his facilities (both software and hardware) to a sufficient extent by taking out appropriate insurance, as far as quattroSEC GmbH does not take out its own insurance for the facilities or services provided by it.
- 20.2 The client is obliged to provide proof of sufficient insurance at the request of quattroSEC GmbH. Should the client fail to comply with this request on time, setting a grace period of 14 days, then quattroSEC GmbH shall be entitled to dissolve the contract with immediate effect, the costs of which shall be borne by the client.

## **21. Termination of service provision**

- 21.1 The quattroSEC GmbH is entitled to interrupt the provision of services or if provisions or other essential contractual obligations have been violated by the client or circumstances exist that make the service rendered unreasonable for the quattroSEC GmbH, if with the help of the services of quattroSEC GmbH by the client a criminal law Furthermore, in the event of non-fulfillment of a payment obligation in spite of a written reminder and service interruption under a two-week grace period and if insolvency proceedings have been instituted against the client's assets or if the bankruptcy petition has been rejected due to lacking assets or the client is otherwise insolvent , A block does not release the client from the obligation to pay for the services incurred until the expiry of the respectively agreed minimum contract period or until the earliest possible termination date.

## **22. Premature contract termination**

- 22.1 If the provision of the service on the part of the client cannot be accomplished for reasons to be considered, then quattroSEC GmbH is entitled to withdraw from the contract and to cancel the order of related services, if the client has set an appropriate quattroSEC GmbH Grace period does not comply.  
In this case, quattroSEC GmbH must be reimbursed by the customer for the proven direct expenses for the provision of services.
- 22.2 In the case of a withdrawal by the client, quattroSEC GmbH must reimburse the proven direct expenses for the provision of services. In the event of an unjustified withdrawal from the contract by quattroSEC GmbH, the customer shall be reimbursed for the proven immediate expenses incurred by quattroSEC GmbH with regard to the expected provision of services.

If quattroSEC GmbH is in arrears with the service, the customer is entitled to withdraw from the contract and to cancel the order for related services, if quattroSEC GmbH does not comply with a reasonable grace period set by the client.



## **23. Jurisdiction and place of fulfillment**

23.1 The place of performance is quattroSEC GmbH's performance-providing branch. The exclusive place of jurisdiction is, as far as legally permissible, the branch responsible for the service of quattroSEC GmbH. QuattroSEC GmbH is entitled, at its own option, to assert its own claims at the place of jurisdiction of the client. For consumers Consumer Protection Act applies.

## **24. Application of Austrian law**

24.1 The contractual relationship, including the underlying General Terms and Conditions, shall be governed by Austrian law insofar as legal provisions are not binding and without its reference standards to foreign law and other provisions applicable by international conventions. The application of the UNCITRAL United Nations Convention on the International Sale of Goods is excluded.

## **25. Retention of title**

25.1 All delivered hardware, software and / or service remains the property of quattroSEC GmbH until full fulfillment of the respective payment claims against the customer. If the customer is in default of payment, or stop his payments, then quattroSEC GmbH is entitled after the reminder has been issued to register the retention of title at the expense of the client in the retention of title register and / or the hardware, software and / or service claiming all the rights to which it has not fulfilled the contract.

## **26. Mediation clause**

26.1 The parties will try to solve all problems arising from the execution of this contract amicably through negotiations. If the parties fail to settle their disagreements amicably within 60 days of the call to open negotiations, they will conduct a mediation procedure in accordance with the mediation rules. The same applies if the negotiations are not commenced within 30 days of receipt of the request; this agreement does not entitle any party to conduct a judicial proceeding.

## **27. Consent to receive advertising**

27.1 The client agrees to receive quattroSEC GmbH advertising and information concerning products and services from quattroSEC GmbH as well as business partners from quattroSEC GmbH to an appropriate extent by email or post.

The data of the client, including his name and e-mail address, remain exclusively with quattroSEC GmbH.

The client can revoke this declaration of consent at any time. The quattroSEC GmbH will grant the client in every advertising e-mail the possibility to reject the receipt of further messages.

## **28. Poaching**

28.1 The client undertakes not to lure the employee employed by him, this means to win for a fixed or free collaboration directly with the client and / or to try to solicit an acquaintance. In the event of a breach of this provision, a contractual penalty will be agreed in the court of competent jurisdiction.

## **29. Final provisions**

29.1 The contracting parties confirm that they have faithfully and truthfully provided all information in the contract and undertake to announce any changes mutually immediately.

29.2 Changes to the contract and these terms and conditions must be in writing; as well as a departure from this formal requirement. Verbal collateral agreements do not exist.

29.3 Substantive Austrian law is applicable to this contract to the exclusion of the reference norms of private international law. The place of performance is the place of employment of quattroSEC GmbH. For disputes, the court at the place of business of quattroSEC GmbH is responsible.

## **30. Other provisions**

30.1 Austrian law applies with the exception of the UN Sales Convention and non-binding reference standards. The client must notify changes to his address immediately in writing. Documents shall be deemed to have been received by the Client if they have been sent to his last known address.