# General Terms and Conditions – Trainings

Edition 2026

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## 1 General

1. Securitects – Cyber Security Services GmbH, hereinafter referred to as Securitects GmbH, offers trainings exclusively to entrepreneurs within the meaning of the Austrian Commercial Code (UGB) (B2B). Sales of services to consumers are excluded.
2. These General Terms and Conditions (GTC) apply to the organisation and delivery of training events by Securitects GmbH, in particular courses, seminars, trainings, workshops and coaching, whether held in person or online (hereinafter courses). They form an integral part of the contract. Deviating conditions (general terms and conditions of business, purchase or payment) of the Client shall only apply if Securitects GmbH has expressly agreed to them in writing.
3. The Client is the company that registers participants or places the order. Participants are the natural persons registered by the Client. The Client shall ensure that participants comply with the provisions of these GTC that concern them, in particular Sections 7 and 11.
4. These GTC apply to courses that Securitects GmbH offers individually or for which the Client registers participants. Where a course forms part of an offer for other services, such as a consulting project, the General Terms and Conditions of Securitects GmbH attached to the offer apply to the course, unless otherwise agreed in the offer.

## 2 Registration and conclusion of contract

1. Registrations for open courses must be made in writing, i.e. by email or using the registration form on the website https://www.securitects.com, no later than seven calendar days before the start of the course.
2. Registrations are considered in the order in which they are received. Securitects GmbH reserves the right to refuse registrations, in particular if the participant does not have the necessary prior knowledge or if the maximum number of participants for the course has already been reached.
3. The contract is concluded upon confirmation by Securitects GmbH by email. Sending the date, agenda or access data also constitutes confirmation. Oral promises or side agreements only become valid upon confirmation by email.

## 3 Dates and delivery

1. The start and duration of each course are stated on the website https://www.securitects.com or in the offer. Securitects GmbH is entitled to change trainers, to use substitute trainers, to make minor changes to course materials and content, to cancel courses before they start or to postpone the start of a course. The consequences of a cancellation or postponement are governed by Clause 3.6.
2. Securitects GmbH may exercise this right in particular if the minimum number of participants required to hold the course has not been reached, unless the course is an online training, which takes place regardless of the number of participants. Securitects GmbH shall give notice of a cancellation due to an insufficient number of participants no later than seven calendar days before the start of the course.
3. Illness of the trainer and all cases of force majeure likewise entitle Securitects GmbH to cancel courses before they start or to postpone the start of a course. Instead of cancelling, Securitects GmbH may in these cases also hold a classroom course as an online training on the same date; the course fee remains unchanged.
4. Securitects GmbH is entitled to relocate the course within the same city or up to 10 km outside its limits. Notice of the relocation shall be given no later than three working days before the start of the course.
5. The stated course duration is based on an assumed average number of participants. If the number of participants is lower, Securitects GmbH is entitled to shorten the course duration appropriately without

reducing the course fee, provided that all announced content is covered.

6. If Securitects GmbH cancels a course, it shall refund any course fees already paid in full or, at the Client's option, offer an alternative date. If Securitects GmbH postpones the start of a course and the Client does not accept the new date, the Client may cancel free of charge. Further claims, in particular for travel and accommodation costs, are excluded except in cases of intent or gross negligence.
7. Securitects GmbH is entitled to exclude from the rest of the course any participant who seriously disrupts the course despite a warning or breaches Clauses 7.3, 7.6, 7.7 or 11.3. In this case, the course fee remains payable.

## 4 Cancellation

1. The Client may cancel participation in a course. Cancellations are only accepted in writing by email. The time of receipt by Securitects GmbH is decisive.
2. Open courses may be cancelled free of charge up to 14 calendar days before the start of the course. In the event of cancellation after this date, but no later than seven calendar days before the start of the course, 50 % of the course fee shall be charged. In the event of later cancellation or non-attendance, 100 % of the course fee shall be charged.
3. Company trainings and individual offers may be cancelled free of charge up to 21 calendar days before the start of the first event. In the event of cancellation less than 21 but at least 14 calendar days before the start, 50 % of the order value shall be charged; in the event of later cancellation or non-attendance, 100 % of the order value shall be charged. The order value comprises all courses offered by Securitects GmbH in its offer and confirmed by the Client. If individual registered persons do not attend, the order value is not reduced. The number of participants may be reduced free of charge up to 21 calendar days before the start; thereafter, the rates of this clause apply pro rata to the persons withdrawn.
4. Where a company training comprises several dates, the periods set out in Clause 4.3 apply to each date separately until the first date has started. If the Client cancels further dates after the first date has started, the agreed fee remains payable; Securitects GmbH shall credit what it has actually saved as a result of the services not being performed.
5. If a participant leaves a course early for reasons for which Securitects GmbH is not responsible, the full course fee remains payable. Instead of cancelling, the Client may nominate a substitute participant at no additional cost at any time before the start of the course, provided that the substitute has the prior knowledge required for the course.
6. The Client is not entitled to postpone or rebook a course. Any such request shall be deemed a cancellation under Clauses 4.2 to 4.4. Participation on another date requires a new registration and is charged separately.

## 5 Scope of services

1. The course fee covers the delivery of the course, the course materials and a certificate of attendance in accordance with Clause 5.6. Examination fees, catering, travel and accommodation are only included if expressly stated in the course description or the offer. Course materials are handed over or transmitted at the start of the course; on request, the Client receives an agenda in advance.
2. Course times are set out in the course description or the offer. Securitects GmbH determines the content, sequence and methods within the scope of the course description.
3. Services used by the Client beyond the agreed scope, in particular additional dates, course times outside the agreed times or individual adaptations of content, shall be remunerated according to the actual staff and material costs at the rates of Securitects GmbH applicable at the time.

4. Where examinations are conducted by an external body, its examination conditions apply in addition. Securitects GmbH owes preparation for the examination, not its successful completion.
5. Where Securitects GmbH arranges third-party services at the request of the Client, these contracts are concluded exclusively between the Client and the third party on the third party's terms and conditions. Securitects GmbH is only responsible for services it renders itself.
6. Participants who have attended at least 80 % of the course time receive a certificate of attendance.

## 6 Client obligations for company trainings

1. Where a course takes place on the Client's premises, the Client shall provide, free of charge, a suitable training room with a projector or screen, internet access and workplaces for all participants, and shall ensure the necessary access to the premises.
2. The Client shall provide, on the agreed dates and at its own cost, the information Securitects GmbH needs to prepare the course, in particular the number and prior knowledge of the participants.
3. If the Client does not fulfil its obligations of cooperation in time or to the agreed extent, the dates shall be postponed to an appropriate extent. The Client shall separately remunerate any additional expenditure and costs incurred by Securitects GmbH as a result at the rates applicable at the time.
4. The Client shall ensure that participants handle the equipment, materials and other items provided by Securitects GmbH with care, and shall be liable to Securitects GmbH for any damage.
5. Unless otherwise agreed, the Client's provisions and cooperation shall be free of charge.
6. For company trainings, the number of participants stated in the offer is the maximum number. If more persons attend with the consent of Securitects GmbH, each additional person is charged at the price per participant stated in the offer or, if none is stated, pro rata.

## 7 Use of IT infrastructure and online trainings

1. If the Client provides the hardware and software, the Client shall provide functional hardware and software that meet the requirements of the course and shall secure them so that the trainer and participants cannot cause any damage. Securitects GmbH gives no warranty for disruptions caused by hardware or software provided by the Client.
2. For online trainings or rented rooms with internet access, Securitects GmbH is not liable for the continuous functionality of the connection or the transmission capacity, which is to be guaranteed by the provider. If the course is significantly affected by such disruptions, Securitects GmbH shall offer a make-up date for the purpose of supplementary performance.
3. Any internet access provided may only be used for the purposes of the course. In particular, each participant is prohibited from: posting or retrieving files that violate data protection, personal rights, copyright or criminal law provisions; disseminating offensive, defamatory, anti-constitutional, racist or sexist statements or images; trying out, investigating and using without authorisation the access rights of others (e.g. user IDs, passwords) and other means of authentication (e.g. chip cards); passing on their own user IDs and other means of authentication to third parties. The log data reveals the identity of the participant concerned; any activity of a third party under their ID is attributed to them.
4. For the purpose of abuse control within the meaning of Clause 7.3, Securitects GmbH stores identification and connection data of participants on the basis of its legitimate interest (Art. 6(1)(f) GDPR) and passes them on to law enforcement authorities in the event of suspicion. Data are only passed on to other third parties insofar as this is necessary to eliminate or reduce the consequences of unauthorised use. These data are deleted no later than three months after the end of the course unless they are needed to investigate a specific suspicion of abuse.

5. For online trainings, the Client shall ensure that participants have the technical equipment specified in the course description and a sufficient internet connection. Access data and links are personal and may not be passed on. Disruptions within the sphere of the Client or the participants do not give rise to any claim to a make-up date or a reduction in price.
6. Courses of Securitects GmbH may cover techniques for attacking IT systems. Participants may only use these techniques lawfully, in particular only on their own systems or on systems for which the authorised party has expressly approved testing. Securitects GmbH is not liable for any improper or unlawful application of what has been learned. The Client shall indemnify and hold Securitects GmbH harmless from third-party claims arising from such application by the persons it has registered.
7. Where Securitects GmbH provides exercise or lab environments, they may only be used during the course and only for the intended exercises. Attacks are only permitted against the target systems designated for this purpose, not against the infrastructure of the environment itself, other participants or third parties. Access data for the environment may not be passed on.

## 8 Fees and payment terms

1. All prices are quoted in € (euro) excluding VAT. The prices stated at registration or in the offer apply. Prices apply ex the registered office of Securitects GmbH.
2. Course fees for open courses are invoiced with the confirmation of registration and must be paid before the start of the course. Company trainings are invoiced after delivery or, where there are several dates, after each date, unless otherwise agreed in the offer.
3. Securitects GmbH is entitled at any time to make the provision of services subject to advance payments or other securities of an appropriate amount.
4. Securitects GmbH shall issue invoices which entitle to deduct input tax and contain all elements required by law.
5. Taxes and additional duties are calculated on the basis of the legal situation at the time the service is provided. If taxes and/or duties are imposed retroactively, they shall be borne by the Client.
6. Where company trainings do not take place on the premises of Securitects GmbH, travel time and travel costs are charged at the rates agreed in the offer or, failing such agreement, travel time at half the hourly rate, cash expenses at actual cost and kilometres driven by car at the official mileage allowance.
7. Any cash expenditures, expenses, travel costs etc. shall be reimbursed to Securitects GmbH by the Client separately, upon submission of the appropriate receipts.
8. Invoices of Securitects GmbH incl. VAT are due for payment immediately upon receipt, without deductions and free of charges, and for open courses in any case before the start of the course, unless a payment term has been agreed in the offer. In case of partial invoices, the payment conditions agreed for the entire order apply by analogy. Payment is considered made on the day on which Securitects GmbH has it at its disposal. Should the Client fall into payment arrears, Securitects GmbH is entitled to charge statutory default interest (for business transactions currently 9.2 percentage points above the base rate pursuant to Section 456 UGB), the lump sum of EUR 40 pursuant to Section 458 UGB, and any further costs necessary and appropriate to enforce payment (e.g. collection agency and legal fees). Should the arrears of the Client exceed ten days, Securitects GmbH is entitled to discontinue all services and to demand immediate payment of the remuneration for all services provided so far, regardless of any payment terms.
9. Any objections to invoices must be submitted to Securitects GmbH in writing and with sufficient justification within five working days of receipt of the invoice. Failure to raise objections within this period shall be deemed acknowledgment of the invoice.
10. The Client may only set off counterclaims that have been acknowledged by Securitects GmbH or established by a final court decision. The Client has no right of retention.

11. If the Client applies for funding for a course, it is solely responsible for doing so. Securitects GmbH issues the usual supporting documents on request but gives no warranty that funding will be granted. Rejection of a funding application does not entitle the Client to free cancellation and does not affect the obligation to pay.

## 9 Limitation of liability

1. Securitects GmbH shall be liable to the Client only for intentional or grossly negligent breach of its contractual obligations, in accordance with the following provisions. Liability for slight negligence is excluded; this does not apply to injury to life, body or health.
2. The Client shall bear the burden of proving that the damage is attributable to fault on the part of Securitects GmbH.
3. Securitects GmbH, despite careful review, assumes no warranty for the accuracy, completeness or timeliness of the course and examination materials and other publications.
4. Any liability of Securitects GmbH is limited to damage typically foreseeable for the Client and, in amount, to the contractually agreed remuneration paid to Securitects GmbH when due in the past 12 months for the underlying services.
5. Securitects GmbH shall in no event be liable for lost profits, consequential damages, indirect damages or pure financial losses of any kind.
6. Any claim for damages must be asserted in court within six months after the claimant becomes aware of the damage, but no later than two years after the event giving rise to the claim; otherwise it shall become time-barred.
7. The Client guarantees that, to the extent permitted by law and unless otherwise expressly agreed in writing with Securitects GmbH, the services of Securitects GmbH will be used exclusively for the Client's purposes and not for third parties. If services of Securitects GmbH are nevertheless passed on to or used for third parties, this shall not give rise to any liability of Securitects GmbH towards the third party.
8. If, in exceptional cases, Securitects GmbH is liable to a third party, the provisions of this section, in particular all limitations of liability contained therein, apply not only between Securitects GmbH and the Client but also towards the third party. In any case of a third party asserting claims for damages against Securitects GmbH, the Client shall fully indemnify and hold Securitects GmbH harmless from such claims.
9. The maximum liability amount agreed in Clause 9.4 applies only once in total for all injured parties, even if several persons (the Client and one or more third parties) have been injured. Injured parties shall be compensated in the order in which they come forward.
10. The above limitations of liability also apply to the legal representatives, employees, trainers and vicarious agents of Securitects GmbH if, notwithstanding the fact that no contractual relationship exists between them and the Client and contractual liability is therefore excluded, they are nevertheless held directly liable.
11. Securitects GmbH is only liable for items brought by participants, in particular clothing and laptops, in cases of intent or gross negligence.

## 10 Electronic invoicing

1. Securitects GmbH is entitled to transmit invoices to the Client electronically. The Client expressly agrees to receive invoices in electronic form.

## 11 Protection of intellectual property

1. Securitects GmbH retains all copyrights and resulting exploitation rights to all works created by Securitects GmbH, its employees and commissioned third parties (including but not limited to offers, course materials, exercises, reports, analyses, expert opinions, organisation charts, programs, performance descriptions, drafts, calculations, drawings, data media, documentation etc.). During and after termination of the contract, the Client may use these works exclusively for purposes covered by the contract. The Client is therefore not entitled to copy and/or distribute the works without the express consent of Securitects GmbH. Under no circumstances shall any unauthorised reproduction or distribution give rise to any liability of Securitects GmbH – in particular for the accuracy of the work – towards third parties.
2. Insofar as the Client makes works protected by intellectual property rights available to Securitects GmbH for editing, the Client guarantees that it is entitled to edit them and to transfer the right to edit them to third parties, and undertakes to indemnify and hold Securitects GmbH harmless in the event of a claim against Securitects GmbH for infringement of such rights through their editing.
3. No image, audio or video recordings of courses or other services of Securitects GmbH may be made without the consent of Securitects GmbH.
4. Any breach of these provisions by the Client or a participant entitles Securitects GmbH to terminate the contract with immediate effect and to assert other legal claims, in particular for injunctive relief and/or damages. For each breach, Securitects GmbH is entitled to claim from the Client a contractual penalty amounting to three times the course fee agreed for the course concerned, without prejudice to further claims for damages.

## 12 Right of use for software products and documentation

1. Insofar as Securitects GmbH provides software products to the Client or enables the Client to use software products within the courses, the Client is granted the non-exclusive, non-transferable, non-sublicensable right, limited to the term of the contract, to use the software products in unaltered form.
2. For the use of software products in a network, each simultaneous user requires a licence. For the use of software products on standalone computers, each computer requires a licence.
3. For third-party software products provided to the Client by Securitects GmbH, the licence terms of the respective manufacturer take precedence over the provisions of this section.
4. Unless a separate agreement is made, no further rights to software products are transferred to the Client. This does not affect the rights of the Client under Sections 40d and 40e of the Austrian Copyright Act (UrhG).
5. All documents provided to the Client by Securitects GmbH, in particular course materials and software documentation, may neither be copied nor distributed in any way, whether for payment or free of charge.

## 13 Data protection

1. Securitects GmbH complies with the GDPR, the Austrian Data Protection Act and the Austrian Telecommunications Act when handling personal data. It obliges its employees and the third parties it engages to maintain data secrecy pursuant to Section 6 of the Austrian Data Protection Act, also after the end of their activity.
2. Securitects GmbH processes the data of participants and of the Client's contact persons (in particular name, company, contact details, course bookings, attendance and certificates of attendance) as controller for the delivery, documentation and invoicing of courses, for issuing certificates of attendance, for compliance with legal obligations and on the basis of legitimate interests. It stores these data for up to three years after the end of the course; certificates of attendance, attendance records and invoicing data are kept for seven years after the end of the calendar year in which the course took place or the invoice was issued, for the

defence of legal claims and the issuing of duplicates, or pursuant to Section 132 of the Austrian Federal Fiscal Code.

3. Information on purposes, storage periods and data subject rights is provided in the privacy policy at www.securitects.com/datenschutz; data subjects may send requests to office@securitects.com. The Client shall refer the persons it registers to this information.
4. Where Securitects GmbH processes personal data on behalf of the Client in the course of a training, for example in exercises using the Client's systems or data, Section 11 of the General Terms and Conditions of Securitects GmbH applies.
5. Securitects GmbH only takes photos, video or audio recordings of participants with their prior consent. Securitects GmbH only names the Client as a reference with the Client's prior consent.

## 14 Non-disclosure

1. Each contractual partner guarantees the other to treat as secrets all operational secrets that it learns from the other in connection with this contract and its performance, and not to disclose them to third parties, unless they are generally known, were known to the recipient beforehand without an obligation of secrecy, were communicated to the recipient by a third party without an obligation of secrecy, were verifiably developed independently by the recipient, or must be disclosed on the basis of a final decision of an authority or court.
2. Subcontractors affiliated with Securitects GmbH, in particular external trainers, are not considered third parties insofar as they are subject to a non-disclosure obligation corresponding to this clause.

## 15 Final provisions

1. The contracting parties confirm that all information in the contract has been given accurately and in good faith and undertake to inform each other immediately of any changes.
2. For company trainings, the contractual partners shall name knowledgeable contact persons who can make or initiate the necessary decisions.
3. Any alterations and amendments to the contract must be made in writing. This also applies to the cancellation of this form requirement. The written form requirement is also met by email.
4. Should one or more provisions of the contract be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid or unenforceable one.
5. Any disposition of rights or obligations under the contract requires the prior written consent of the other contractual partner. However, Securitects GmbH is entitled to transfer the contract to an affiliated company without the consent of the Client.
6. The Client is not entitled to assign or pledge claims under this contract to third parties or to otherwise dispose of them in favour of third parties. Any assignments, pledges or other dispositions made contrary to this prohibition are legally ineffective.
7. Securitects GmbH is entitled to use third parties, in particular external trainers, in whole or in part to fulfil its obligations. If third parties process personal data on behalf of the Client in doing so, Clause 13.4 applies.
8. Unless expressly agreed otherwise in writing, the exclusive place of jurisdiction for all disputes, claims or proceedings between the contracting parties shall be the court having subject-matter jurisdiction in Vienna, Austria. The contracting parties expressly acknowledge that this jurisdiction applies exclusively, even if the contractual performance or its effects occur wholly or partly outside Austria. Any other venue is excluded to the fullest extent permitted by law.

9. All agreements between Securitects GmbH and the Client are governed by the substantive law of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.