

# ***General Terms and Conditions - Trainings***

*Edition 2025*

Version	1.0
Status	Final
Date	7th, January 2025
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Approved by	Herbert Brunner
Description	GTC in the 2025 edition

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## 1 General

1. Securitects - Cyber Security Services GmbH, hereinafter referred to as Securitects GmbH or Contractor, offers trainings exclusively as B2B (business-to-business) service. A sale of services to private customers is therefore excluded.
2. Services from Securitects GmbH to entrepreneurs within the meaning of the Austrian Business Code, in particular including the organization and implementation of training events (courses, seminars, trainings, workshops and coaching, etc.) are carried out exclusively on the basis of these terms and conditions, which are part of the contract and are binding for our contractual partners. Deviating conditions (general terms and conditions of business, purchase or payment) of the contractual partner shall not apply.

## 2 Registration and conclusion of contract

1. Registrations for courses must be in writing, i.e. by email or using the registration form on our homepage <https://www.securitects.com>, no later than seven days before the start of the course.
2. Registrations will be considered in the order in which they are received. Securitects GmbH reserves the right to refuse registrations, especially if the participant does not have the necessary prior knowledge or if the maximum number of participants for the respective course has already been reached.
3. Contracts are only concluded with the written order confirmation or delivery of the goods by Securitects GmbH. Oral promises or side agreements only become valid after written confirmation.

## 3 Event conditions

1. The start of the course and the duration of the course are listed on our homepage <https://www.securitects.com>. Securitects GmbH has the right, without the participant having any claims - of whatever kind - against Securitects GmbH, to change trainers, to use substitute trainers, to change training documents and content slightly, to shorten courses adequately due to a lesser number of participants, or to cancel courses before the start, as well as to postpone the start of the course.
2. Securitects GmbH can also make use of this right, if the minimum number of participants required for giving the course has not been reached, unless it is an Internet seminar (virtual classroom via the Internet), which takes place regardless of the number of participants.
3. Illness of the trainer as well as all cases of force majeure also entitle Securitects GmbH to cancel courses before the start or to postpone the start of the course.
4. Securitects GmbH has the right to relocate the course location, even repeatedly, within the company locations and their surroundings (up to 10 km from the city limits) at any time on prior notification.
5. The course duration given by Securitects GmbH is based on an average number of participants assumed by Securitects GmbH. If this average number of participants is not reached, we have the right to shorten the course duration accordingly without reducing the course fee.

## 4 Cancellation conditions

1. The participant has the right to cancel their participation in a course event. Cancellations are only accepted in writing via email.

2. Contracts for course events can be canceled in writing free of charge up to 14 calendar days before the start of the event. In the event of a cancellation received after this point in time - but no later than seven days before the start of the event - 50% of the event price shall be charged. If you cancel after this point in time or if you do not take part, 100% of the event price shall be charged.
3. Individual offers and company training courses can be canceled free of charge up to 21 days before the start of the event. For cancellations up to 14 days before the start of the first event, 50% of the order value shall be charged. If you cancel after this point in time or if you do not take part, 100% of the event price shall be charged. The order value relates to all seminars booked and confirmed in the contract partner's offer.
4. Especially in the case of premature termination of the course, for whatever reason, the participant has to pay the entire course fee. Securitects GmbH is always ready to accept a substitute participant at no additional cost.

## 5 Use of IT infrastructure

1. If the hardware and software is provided by the Client, the Client is obliged to provide functional hardware and software that meet the requirements of the course event and to secure it in such a way that the trainer and / or participant can not cause any damage. Securitects GmbH excludes any guarantee for the success of the training in the case of hardware provided.
2. In the case of Internet seminars or renting 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, who in turn has a liability exclusion towards Securitects GmbH - If the course is significantly affected by such disruptions, Securitects GmbH will offer a "catching-up" date for the purpose of supplementary performance.
3. It is expressly agreed that any Internet access that may be provided may not be used for purposes outside the scope of the course. In particular, each participant undertakes to refrain from:
  - posting or retrieving files that violate data protection, personal rights, copyright or criminal law provisions,
  - of offensive, defamatory, anti-constitutional, racist, sexist statements or images.
  - brute-forcing, investigating and unauthorized use of third-party access control rights (such as user IDs, passwords) and other means of authentication (such as chip cards, magnetic cards) is not permitted.
  - the transfer and provisioning of own user IDs and other authentication tools for use by third parties is not permitted. It is expressly pointed out that in such a case the identity of the respective participating person can be derived from the log data. Any activity - even inadmissible - by this third party is therefore attributed to the respective responsible person.
4. The participant agrees that their identification and connection data may be stored, processed and, if necessary, passed on to law enforcement agencies for the purpose of abuse control in the above sense. It is agreed that a transfer to third parties is also permitted insofar as this is necessary to eliminate or reduce the consequences of unauthorized use.

## 6 Remuneration

1. All prices are quoted in € (Euro) excluding VAT and are calculated according to the rates valid at the time the service is provided. The prices quoted are from our registered office.
2. In the case of services (such as consulting, audits, etc.) the expenditure shall be charged at the hourly rates applicable on the day the service is provided.

3. After completion of the services agreed upon, Securitects GmbH shall receive remuneration agreed upon in advance between Securitects GmbH and the Client. Securitects GmbH shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work.
4. Securitects GmbH shall be entitled to make the rendering of services subject to payment of advance payment or the facilitation of other securities of an adequate amount by the Client at all times.
5. Securitects GmbH shall render accounts which entitle to deduct input tax and contain all elements required by law.
6. Taxes and additional duties shall be calculated on the basis of the legal situation existing at the time the service is provided. If taxes and/or duties are imposed retroactively, these shall be borne by the Client.
7. Travel time of the employees of Securitects GmbH shall be considered working hours. Travel time shall be remunerated at the amount of the hourly rate agreed upon. The official mileage allowance will be charged for each kilometer driven by car for the Client as part of the project.
8. Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to Securitects GmbH by the Client separately, upon submission of the appropriate receipts.
9. Remuneration shall be due and payable immediately after rendering accounts by the Contractor. The invoices issued by the Contractor incl. VAT shall be paid within 10 days of receipt of the invoice without deductions and free of charges. In case of partial invoices, the payment conditions agreed upon for the entire order shall apply by analogy. Payment shall be considered completed on the day upon which the Contractor has this at their disposal. Should the Client fall into payment arrears, the Contractor shall be entitled to charge statutory default interest and all costs necessary to enforce payment. Should the arrears of the Client exceed 10 days, the Contractor shall be entitled to discontinue all services. Furthermore, the Contractor shall be entitled to demand immediate payment of the remuneration for all services provided so far, regardless of any payment terms.
10. The Client shall only be entitled to exercise a set-off with a counterclaim either accepted by Securitects GmbH or legally determined. The Client shall not be entitled to right of retention.
11. Securitects GmbH reserves the right to make changes in the design, product and technical areas. All technical information, data and dimensions are provided with caveat (information provided by the manufacturer). Securitects GmbH reserves the right to change the products (including third-party products), if there is an objectively justified reason, provided that the changes are minor and the changed products have no lower functionality or performance.

## **7 Electronic invoicing**

1. Securitects GmbH shall be entitled to transmit invoices electronically. The Client agrees explicitly to accept invoices transmitted electronically by Securitects GmbH.

## **8 Protection of intellectual property**

1. Securitects GmbH shall retain all copyrights to any work done by Securitects GmbH and/or by persons working for Securitects GmbH and/or by third parties employed by Securitects GmbH (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programs, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof, the Client may use these materials exclusively for

the purposes described under the contract. Therefore, the Client shall not be entitled to copy or distribute these materials without the explicit consent of Securitects GmbH. Under no circumstances shall an unauthorized reproduction / distribution of the materials give rise to any liability on the part of Securitects GmbH - in particular, for example, for the correctness of the work - to third parties.

2. No image, audio or video recordings of the services of Securitects GmbH shall be made without the consent of Securitects GmbH.
3. Any violation of this provision by the Client shall entitle Securitects GmbH to prematurely terminate the contract and to assert other legal claims, in particular for injunctive relief and / or damages.

## **9 Right of utilization for software products and documentation**

1. Insofar as Securitects GmbH allocates software products to the Client or the Client is enabled to use software products within the framework of services, the Client shall be entitled to the non-exclusive, non-transferable, not sub-licensable right to use the software in unaltered form for the duration of the contract.
2. For the use of software products in a network, each simultaneous user shall require its own license. For the use of software products on standalone computers, each PC shall require its own license.
3. The license conditions of the respective software manufacturer shall prevail over the provisions of this Clause where Securitects GmbH allocates third-party software products to the Client.
4. Provided that no separate agreement is made, no further rights to software products shall be transferred to the Client. This shall not affect the rights of the Client as per Sections 40(d), 40(e) of the Austrian Copyright Act.
5. Documents allocated to the Client by Securitects GmbH, particularly software product documents and course / training material, shall not be copied or in any way distributed in exchange for money or free of charge.

## **10 Data protection and confidentiality**

1. Securitects GmbH shall adhere to the regulations of the Austrian Data Protection Act, the GDPR and the Austrian Telecommunications Act regarding the handling of personal data and shall take the technical and organizational measures necessary for data protection in their area of responsibility. Securitects GmbH, and in particular their employees, undertake to fulfil the provisions stipulated in Section 6 of the Austrian Data Protection Act.
2. Securitects GmbH shall be entitled to use any personal data entrusted to Securitects GmbH for the purposes of the services performed. Securitects GmbH shall guarantee the Client that all necessary measures will be taken, especially those regarding data protection laws, e.g. that declarations of consent are obtained from the persons involved.

## **11 Non-disclosure**

1. Each contractual partner shall guarantee the respective other to treat any operational secrets they learn from the other in relation to this contract and its completion as secrets and to not disclose these to third parties, unless these secrets are generally known, were known by the recipient prior

to the obligation of non-disclosure, the recipient was informed about these by a third party without non-disclosure obligation, the recipient verifiably developed these on their own or these have to be disclosed due to a legally binding decision of authorities or a judge.

2. The sub-contractors affiliated with Securitects GmbH shall not be considered third parties insofar as these are subject to a non-disclosure agreement that conforms to this clause.

## 12 Miscellaneous

1. The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.
2. The contractual partners shall name knowledgeable and competent employees who may make or prompt the necessary decisions.
3. Any alterations and amendments to this contract shall be made in writing. This shall also apply to the cancellation of this form requirement.
4. Should individual clauses of the contract be or become invalid or not feasible in full or in part, the other clauses shall be and shall remain valid. The invalid or non-feasible clause shall be replaced with a valid one, the intention of which comes as close as possible to the meaning and economic purpose of the invalid one.
5. Every ordinance made pertaining to the rights and obligations according to this Contract shall be subject to the prior written consent of the respective other contractual partner. Albeit, Securitects GmbH shall be entitled to transfer the contract to an affiliated enterprise even without the consent of the Client.
6. The contractual partner is not entitled to assign or pledge claims from this contract to third parties or to otherwise dispose of them in favor 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 whole or in part to fulfill its obligations. If third parties are used to fulfill the obligations in whole or in part, the Client must be informed of this in good time.
8. Unless something else has been agreed upon, the legal provisions in terms of Austrian law for contracts between businesses exclusively apply, even in case the mandate is implemented abroad. The local jurisdiction of the objectively competent court for the place of business of Securitects GmbH shall be exclusively agreed upon for possible disputes. The exclusive place of jurisdiction is the competent court in Vienna.
9. All contractual agreements are governed by the substantive law of the Republic of Austria excluding the UN Convention for the International Sale of Goods and the conflict-of-law rules of international private law.