

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

*Edition 2025*

Version	1.1
Status	Final
Date	9th, December 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.
3. These General Terms and Conditions form an integral part of the contract between the Client and Securitects GmbH. Clients are defined as participants in a Securitects service and the company that registers for the service or pays the invoice.

## 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 Scope of services

1. The exact scope of services of the Contractor shall be established in the respective contract with the Client.
2. Insofar as not otherwise agreed, the Contractor shall perform their services during their usual business hours. The Contractor is not tied to a specific location and time, unless otherwise agreed in writing.
3. The appliances and technology used in the rendered services by the Contractor shall be based on the qualitative and quantitative service needs of the Client, as identified by means of the information provided by the Client. Should new needs by the Client require a change of services and/or of the technology used, the Contractor shall provide a corresponding quote at the request of the Client.
4. The Contractor shall be entitled to change the appliances used in the rendering of services at their discretion, insofar as this does not compromise the services.
5. Additional services performed for the Client by the Contractor, which exceed the agreed scope, shall be paid for by the Client according to actual staff and material costs at the usual prices of the Contractor. This shall particularly include services rendered outside of the usual business hours of the Contractor, the analysis and rectification of incidents and errors caused by improper use or operation by the Client or other circumstances, which cannot be attributed to the Contractor. Additionally, training services shall not be included in the services on principle and shall require a separate agreement.
6. Should the Contractor arrange for third-party services at the request of the Client, these contracts shall only be concluded between the Client and the third party based on the terms and conditions of the third party. The Contractor shall only be responsible for services they themselves render.

## 6 Client obligations of cooperation and facilitation

1. The Client shall undertake to support all measures necessary for the rendering of services by the Contractor. Furthermore, the Client shall take measures, which are necessary for the fulfilment of the contract and are not included in the scope of services of the Contractor.

2. Should the services be rendered on-site on the premises of the Client, the Client shall, free of charge, provide the net components, connections, supply current incl. peak voltage equalization, emergency power supply, floor space for equipment, working spaces as well as infrastructure in the required quantity and quality (e.g. air conditioning) necessary for the rendering of services by the Contractor. In any case, the Client shall be responsible for adhering to the prerequisites requested by the respective manufacturer for the operation of hardware. Similarly, the Client shall provide room and building security, such as protection against water, fire and unauthorized access. The Client shall be responsible for special security precautions (e.g. safety cells) on their premises. The Client shall not be entitled to give employees of the Contractor instructions, regardless of nature, and shall exclusively inform the contact person named by the Contractor about all needs pertaining to the rendering of services.
3. The Client shall provide all information, data and documents necessary for the execution of the order in the form requested by the Contractor, on the fixed dates and at their own cost, and shall support the Contractor in problem analysis and emergency maintenance, the coordination of data processing orders and the coordination of services if requested. Changes in work processes of the Client, which might cause changes in the services to be rendered by the Contractor for the Client, shall require prior coordination with the Contractor regarding their technical and commercial effects.
4. Unless expressly specified in the scope of services of the Contractor, the Client shall ensure connection to the grid at their own risk and cost.
5. The Client undertakes to handle confidentially those passwords and that log-in information necessary for the use of the services of the Contractor.
6. The Client shall store all data and information given to the Contractor at their premises as well, so that these may be reconstructed at any time in case of loss or damage.
7. The Client shall fulfill their obligations in a timely manner such that the Contractor is not hindered in the rendering of services. The Client shall ensure that the Contractor and/or the third parties commissioned by the Contractor to render services have the necessary access to the premises of the Client.
8. The Client shall be responsible for the employees of their associated enterprises or third parties commissioned by the Client, which are involved in the contractual fulfilment, such that these assist accordingly in contractual fulfilment.
9. Should the Client not fulfil their obligations of cooperation by the agreed dates or in the agreed scope, the services rendered by the Contractor shall nevertheless be considered as rendered according to contract in spite of possible limitations. Schedules for the services to be rendered by the Contractor shall be postponed to an adequate extent. The Client shall separately reimburse additional expenditures and/or costs hereby incurred by the Contractor at the respective rates of the Contractor.
10. The Client shall ensure that their employees and the third parties affiliated to them handle the appliances and technologies used by the Contractor as well as, if applicable, assets left to the Client with care. The Client shall be liable to the Contractor for any damage.
11. Insofar as no other provisions are agreed upon, facilitation and cooperation of the Client shall be free of charge.

## **7 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.

## 8 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. The invoices issued by us, including sales tax, are payable promptly upon receipt of the invoice within a maximum period of 10 days without any deductions and free of charges.
3. 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.
4. 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.
5. 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.
6. Securitects GmbH shall render accounts which entitle to deduct input tax and contain all elements required by law.
7. 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.
8. 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.

9. Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to Securitects GmbH by the Client separately, upon submission of the appropriate receipts.
10. 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.
11. Any objections to invoices must be submitted in writing to Securitects GmbH within two weeks of receipt of the invoice, stating sufficient reasons. Failure to raise objections within this period shall be deemed acceptance of the invoice.
12. 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.
13. 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.

## 9 Limitation of liability

1. Securitects GmbH shall generally only be liable to the Client for intentional and grossly negligent breaches of its contractual obligations in accordance with the following provisions.
2. The Client must provide evidence that the damage is attributable to a fault on the part of Securitects GmbH.
3. Despite careful review, Securitects GmbH does not guarantee the accuracy, completeness, and timeliness of course and exam materials and other publications.
4. Any liability on the part of Securitects GmbH is limited to typically foreseeable damages incurred by the Client and is limited in amount to the contractually agreed remuneration paid to Securitects GmbH for the underlying services in the past 12 months.
5. Securitects GmbH shall in no event be liable for lost profits, consequential damages, indirect and indirect damages, or pure financial losses of any kind.
6. Any claim for damages may only 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 provided by Securitects GmbH will be used exclusively for the Client's purposes and not for third parties. If, nevertheless, services provided by Securitects GmbH are passed on to third parties or used for third parties, this shall not give rise to any liability on the part of Securitects GmbH towards the third party.

8. If, in exceptional cases, Securitects GmbH is liable to a third party, the provisions of chapter 9, in particular all limitations of liability contained therein, shall apply not only to the relationship between Securitects GmbH and the Client, but also to 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 paragraph 3 shall apply only once in total for all injured parties, even if several persons (the Client and one third party or several third parties) have been injured. Injured parties shall be compensated in the order in which they come forward.

## **10 Electronic invoicing**

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

## **11 Protection of intellectual property**

1. Securitects GmbH shall retain all copyrights and resulting exploitation rights to all 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 Client's own purposes covered by 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 any unauthorized reproduction/distribution of the work give rise to any liability on the part 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 works protected by intellectual property rights through their editing.
3. No image, audio or video recordings of Securitects GmbH services may be made without Securitects GmbH's consent.
4. 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.

## **12 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.

### **13 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 fulfill 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.

### **14 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.

### **15 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 expressly agreed otherwise in writing, the exclusive place of jurisdiction for all disputes, claims, or proceedings between the contracting parties shall be the competent court in Vienna, Austria. The contracting parties expressly acknowledge and agree that this jurisdiction shall apply exclusively, even if the contractual performance or its effects occur wholly or partly outside Austria. Any other venue or jurisdiction is hereby excluded to the fullest extent permitted by law.
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.