

General Terms and Conditions

Version 2, valid from 13.06.2023

1. Scope

1.1. These General Terms and Conditions in the version valid at the time the contract is concluded apply to all service contracts concluded via the qualification and certification platform for electronic and non-electronic services between the **customer** and Roland Bole, Bakk. MSc - sdg - samlinux development group located in Feschnigstraße 217H, 9020 Klagenfurt am Wörthersee, Austria (hereinafter referred to as "**service provider**").

1.2. Customers are legal entities and natural persons with unlimited legal capacity who have reached the age of eighteen.

1.3. The customer confirms his ability to do business and accepts the general terms and conditions and the privacy policy by clicking on the corresponding checkbox and placing an order. A person acting on behalf of a company must ensure that he or she has the authority to act on behalf of the company.

1.4. These General Terms and Conditions apply exclusively. The service provider does not recognize any conditions of the customer that conflict with or deviate from these General Terms and Conditions and hereby contradicts them.

1.5. These General Terms and Conditions in the version applicable at the time of conclusion of the contract also apply to all further legal transactions concluded with a contractual partner after the first legal transaction.

2. Definitions

2.1. Electronic services are digital content or digital services.

2.2. Digital content is provided in digital form.

2.3. Digital services are services that give the customer access to data in digital form.

2.4. Non-electronic services are all other services that are not electronic.

2.5. A customer is the participant who registers on the qualification and certification platform and orders products. A customer can be a participant with a billing address of a company or a private individual (consumer).

2.6. For all personal designations, the chosen form applies to both genders.

3. Conclusion of the Contract

3.1. The service contract is concluded when the customer selects the product and orders it for payment. In order to place an order, you must register with an email address, password or Internet Identity, login name and display name, as well as correctly specifying the billing address with the name and address and, for companies, a valid tax identification number. The order is confirmed by sending an email.

3.2. After the payment receipt, the service provider makes the digital services available to the customer in his customer area for the period specified for the product.

3.3. If the consumer has not expressly agreed to immediate delivery of electronic services and the consumer does not acknowledge the loss of the right of withdrawal, the digital services will be delivered after successful payment after the statutory withdrawal period of fourteen days has expired (seven days for consumers from GB, three days for US consumers), calculated from the date of conclusion of the contract (order date).

3.4. Non-electronic services, such as on site courses and courses, are provided on the event date.

3.5. The service provider reserves the right to make minor adjustments to the course content. Minor deviations from the descriptions of the offer are considered approved and do not affect the fulfillment of the contract, providing that the deviation is not unreasonable for the customer.

3.6. For guided online, blended, on site courses and course bundles, the service provider reserves the right to cancel, interrupt or postpone courses. If possible, canceled appointments will be made up on another date. If alternative dates cannot be arranged, payments already made will be refunded pro rata. There are no further claims for the customer or the participant.

3.7. For guided online, blended, on site courses and course bundles, the service provider reserves the right to cancel the event if the number of participants is too low. In this case, any payment already made will be immediately refunded to the customer. There are no further claims for the customer or the participant.

3.8. If the venue for on site courses / course bundles changes, the participant only has the right to withdraw if the travel times are unreasonable.

3.9. If the course lead changes, the participant has no right to withdraw.

4. Scope of Services

4.1. By registering on the qualification and certification platform and purchasing products, the customer as a participant is entitled to use the qualification and certification platform for the duration of the access period specified for the product.

4.2. The service provider provides the customer with support via email, which is available during the office hours from Monday to Thursday, 8:00 a.m. to 5:00 p.m. (CET), and Fridays from 8:00 a.m. to 12:30 p.m. (CET) and processed under the email address rbole@icacademy.at.

4.3. The service provider regularly carries out safety-related and corrective updates for the qualification and certification platform. The customer has no right to further development.

4.4. The service provider makes the qualification and certification platform available to the customer as a web-based software on an internet address provided to the customer.

4.5. For the duration of the contract, the service provider grants the customer the simple, non-exclusive, non-sublicensable and non-transferable usage rights of the software specified in the contract that are necessary for the usage of the contractual services. There is no assignment or transfer of the software (or of rights of the software itself) to the customer or user.

4.6. The access to the qualification and certification platform is via the customer's internet access and by using a suitable web browser of the customer, whereby the service provider recommends the current version of the Chrome browser. This is not part of the service owed by the service provider. The service provider is only responsible for the contractual functioning of the systems, computers and lines operated by himself or his vicarious agents

(see item 6). Furthermore, the use of third-party computer systems and lines on the internet and the worldwide web (www) is in the customer's risk area.

4.7. The service provider uses SSL encryption technologies to provide the service. The services are provided in an ISO-certified data center.

4.8. The technical standards used by the service provider and the security features of the service must be described to the customer upon request. The service provider reserves the right to change the technical standards and security features if either (i) the change serves to improve the security, or (ii) is required by law or by an authority, or (iii) with the change no more than insignificant disadvantages are associated for the customer.

4.9. The availability of the service is 97% on an annual average. This does not apply if a disruption in availability is due to a circumstance that is beyond the control of the service provider. The service provider is entitled, in the interests of its customers, to temporarily restrict the access to the software during the contractual relationship for the purpose of maintenance work (e.g. server maintenance, installing updates, etc.). This "maintenance window" will be announced at least 24 hours in advance. The customer must take care of the procurement and installation of all necessary components for establishing a connection to the qualification and certification platform, such as modems, lines, routers, firewalls, any local servers and workstation devices as well as the cabling between them, and maintain their trouble-free operation.

4.10. The times of the maintenance work are not included in the availability (planned unavailability).

5. Contract Conditions, Prices, Payments

5.1. The prices apply in the currency and form (plus or including VAT) as stated on the landing page of the qualification and certification platform, per person.

5.2. After registering or logging in to the qualification and certification platform and selecting a product, the price is listed with the applicable VAT rate as well as the total amount and VAT amount.

5.3. Invoices are created automatically after receiving the payment and made available to the customer digitally.

5.4. Cash discounts require a separate agreement and are only permitted if this is stated separately on the respective invoice.

5.5. In the event of late payments of the customer, 8 percent default interest per annum is deemed to be agreed.

5.6. Online payment is made via third party providers (such as Stripe - <https://stripe.com>). The following payment methods are available: credit cards (Visa or Mastercard), Apple Pay, Google Pay.

5.7. The customer has access to the digital content during the period specified for the product. Unlimited access in this case means access to the product while the platform is available. If the customer is not active in the qualification and certification platform for more than a year, the service provider reserves the right to block the access to the qualification and certification platform. Upon written request, the customer account with the data will be irrevocably deleted. Only those personal data will not be deleted that are necessary for legal regulations.

6. Vicarious Agents and Representatives

6.1. The service provider is entitled to commission third party service providers and vicarious agents to provide parts or the entire range of services. The service provider is entitled to change third party service providers / vicarious agents at any time without separate notice, provided that this does not result in any disadvantages for the customer.

6.2. The computing power is provided by companies based in the European Union. The data, including encrypted backups, is stored in data centers located in the European Union. The customer gives his consent to this.

7. Obligations of the Customer

7.1. From the start of using the digital services, the customer is obliged to keep his access data secret by taking appropriate measures and to do everything reasonable to prevent unauthorized access by third parties.

7.2. The services can only be used personally by the participant and the usage is not transferable.

7.3. In the case of on site events, the participant commits to the house rules applicable at the respective event location.

7.4. If the customer uses images, texts, graphics, etc. when using the qualification and certification platform, he is solely obliged to obtain all necessary permissions regarding the copyright, trademark, and other personal and power protection rights.

8. Digital Services Rights

8.1. The customer does not acquire ownership of the digital services. All copyrights, usage and other property rights to the digital services remain at the service provider.

8.2. The customer acquires the right to use the digital services made available to him for the period specified in the service.

8.3. The customer undertakes to use the digital services made available to him only for his own purposes and not to allow third parties access either free of charge or for a fee.

9. Blocking, Deletion

9.1. The service provider is entitled to block the customer's access if a customer violates legal regulations, morality or these General Terms and Conditions or other contractual content. Likewise, if a customer impairs the legitimate interests of another customer or those of the service provider or gets into default of payment to the service provider despite a written grace period of at least fourteen days. In such a case, the customer is not entitled to any compensation, warranty or other (refund) claim.

9.2. Already paid fees are not refunded by the service provider. Discounts, cash discounts or rebates agreed individually with the customer apply as not agreed or no longer applicable in the event of a termination of contract for a reason stated in item 9.1. Such remaining amounts must be paid by the customer immediately upon request by the service provider.

10. Warranty and Compensation

10.1. All information provided was created to the best of our knowledge and belief. However, the service provider assumes no liability for the timeliness, accuracy and completeness of the information provided.

10.2. If the digital service is provided for a specific or indefinite period of time, the service provider may change the digital service. The customer will be informed of the change. The change is not related to any additional costs for the customer.

10.3. Customer inquiries or complaints have to be sent to rbole@icacademy.at. They will be replied to the customer's provided email address within 3 working days.

10.4. If the service is nonconforming, the customer has the legally provided claims. Slight restrictions on the functionality of the digital services do not entitle the customer to reduce the price or terminate the contract.

10.5. The customer must cooperate with the service provider to a reasonable extent to check whether an error appeared as defect when using the digital service is caused by the customer's digital environment. If the customer does not comply with this obligation to cooperate, the customer bears the burden of proof.

10.6. If the service provider is liable for the claim based on legal regulations, this liability is limited to intention and gross negligence, provided that it is permitted by law.

11. Withdrawal and Consequences

11.1. Regardless legal withdrawal regulations and consequences, the service provider is entitled in any case to withdraw from the contract if

- the execution of the delivery or the start or continuation of the service is impossible or further delayed despite setting a reasonable grace period for reasons for which the customer is responsible.
- concerns have arisen about the customer's solvency and the customer neither makes an advance payment at the service provider's request nor provides suitable guarantee before the delivery or service.
- insolvency proceedings are opened against the customer's assets or an application to initiate insolvency proceedings is rejected due to insufficient assets.
- the customer misuses the authority granted to him to use the service provider's facilities to commit illegal acts or damage third parties.
- The customer persistently infringes essential obligations under this contract, such as payment of an amount due or fulfillment of the obligation to cooperate, despite a written warning setting a grace period of at least fourteen days.

11.2. A withdrawal for reasons mentioned in 11.1. can also be declared with regard to the still outstanding part of the delivery or service.

11.3. Without prejudice to further claims for damages by the service provider, in the event of the service provider's justified withdrawal, services or partial services already provided must

be invoiced and paid for in accordance with the contract. This also applies if the delivery or service has not yet been accepted by the customer, as well as for preparatory actions carried out by the service provider.

12. Data Protection

12.1. By concluding the contract, the customer consents to the collection, processing and use of personal data by the service provider, provided that this data is necessary for the supply of the agreed services, the support of the customer and for the service provider's own advertising purposes (e.g. sending newsletters). The customer agrees that postal or electronic mail will be sent to him for advertising purposes until revoked. This consent may be revoked at any time.

12.2. The service provider does not sell, exchange or make any other unauthorized use of the customer's personal data and information. The service provider does not pass on customers' personal data to third parties unless the customer has given his consent or there is a legal obligation for the service provider to release the data.

12.3. The customer has the right to request information at any time about the personal data stored by the service provider and about any recipients of this data. This information is free of charge and it is generally provided by email, in exceptional cases (if the customer is unable to receive it) in written form. The request for information must be sent to the service provider in written form or signed personally, enclosing a copy of the identity card or proof of authorization to represent a legal entity.

12.4. Within the framework of the legal requirements, the customer has the right to request that the data stored about him is corrected or deleted at any time.

An email with the following information is sufficient:

name/company, date of birth/companies' register number and email address of the customer as well as the customer or order number.

12.5. The customer is aware that data protection for data transfers on the internet is not yet fully guaranteed according to the current state of the technology. In particular, emails do not represent secure communication, as the reading of content cannot be ruled out technically. In this respect, the customer is responsible for the security of the data he transmits to the service provider.

13. Right of Withdrawal (KSchG)

13.1. The customer, who is a consumer in terms of the consumer protection law (KSchG), acknowledges that in accordance with § 3 KSchG he can withdraw from his contractual order or from the contract if he has not made the contractual declaration neither in the rooms permanently used by the service provider for business purposes nor at a stand used by the service provider at a fair or market.

13.2. This withdrawal can be declared up to the conclusion of the contract or thereafter within fourteen days.

13.3. The right of withdrawal also exists if the service provider or a third party cooperating with the service provider has brought the customer into the rooms used by the service provider for business purposes as part of a promotional trip, an excursion or a similar event or by personally, individually addressing on the street.

13.4. Exercising the right of withdrawal does not require any special form. However, for reasons of evidence, compliance with the written form is recommended. The withdrawal deadline is met if the declaration of withdrawal is sent within the deadline.

13.5. The customer does not have the right to withdraw

- if he himself initiated the business relationship with the service provider or his agent for the purpose of concluding this contract,
- if no meetings between the parties involved or their representatives preceded the conclusion of the contract, or
- for contracts that are subject to the online and distance selling law (FAGG), or
- for contractual declarations that the consumer made in the physical absence of the entrepreneur, unless he was pressured by the entrepreneur to do so.

13.6. Any withdrawal has to be sent to the following address:

Roland Bole, Bakk. MSc
sdg – samlinux development group
Feschnigstraße 217H
9020 Klagenfurt am Wörthersee
Austria
rbole@icacademy.at

14. Right of Withdrawal (FAGG)

14.1. The customer, who is a consumer in terms of the KSchG, can withdraw in written from a contract concluded via distance selling or from a contractual declaration made via distance selling until the expiry of the deadlines specified below. It is sufficient if the declaration of withdrawal is sent within the deadline. The cancellation period is 14 days. For contracts for the provision of services it begins with the day the contract is concluded.

14.2. According to § 18 para. 1 FAGG, the customer, who is a consumer, has i.a. no right of withdrawal from distance selling or off-premises contracts with

- services if the service provider (= entrepreneur) - on the basis of an explicit request of the consumer in accordance with § 10 FAGG and a confirmation of the consumer about his knowledge of the loss of the right of withdrawal if the contract is fully fulfilled - began with the execution of the service before the expiry of the withdrawal period in accordance with § 11 FAGG and the service was then fully provided (§ 18 para. 1 Z 1 FAGG),
- the delivery of digital content that is not stored on a physical data medium if the entrepreneur - with the explicit consent of the consumer, combined with his knowledge of the loss of the right of withdrawal in the event of an early start of the fulfillment of the contract, and after providing a copy of the confirmation in accordance with § 5 para. 2 or § 7 para. 3 FAGG - began with the delivery before the end of the withdrawal period according to § 11 FAGG.

14.3. To exercise the right of withdrawal, the customer has to inform the service provider of his decision to withdraw from the contract by means of a clear statement (e.g. a letter sent by post, fax or email). The customer can use the attached model withdrawal form.

14.4. If the customer withdraws from this contract, the service provider has to reimburse the customer all payments that the service provider has received from the customer immediately and no later than 14 days from the day on which the service provider received the notification of withdrawal from the contract. For this repayment, the service provider uses the same payment method that the customer used in the original transaction, unless something different was expressly agreed with the customer; in no case the customer will be charged any fees for this repayment.

15. Copyright

15.1. The contents of the learning materials are protected by copyright and are intended exclusively for the personal use of the participant. Any further use, in particular passing it on

to other people or a commercial use - even in parts or in a revised form - is prohibited without the consent of the author.

15.2. The participant will indemnify the service provider in the event of copyright claims against the service provider resulting from copyright infringements by the participant.

16. Final Clause

16.1. If individual provisions of these General Terms and Conditions are or should become wholly or partially ineffective due to mandatory legal regulations (e.g. the consumer protection law) or if there is a gap in the regulations, the contracting parties will make a legally effective replacement regulation that comes as close as possible to the ineffective or incomplete provision in terms of economic results. The validity of the remaining provisions remains unaffected.

16.2. Subsidiary agreements and changes to this contract have to be in written form to be valid, which also applies to the agreement to waive the formal requirement of the written form. In this case, an email or fax does not meet the formal requirement of writing.

16.3. Deliveries to the customer can always be made to the most recently provided postal address or email address.

16.4. The place of jurisdiction is Klagenfurt am Wörthersee, unless mandatory regulations specify otherwise.

16.5. The General Terms and Conditions are subject to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection provisions remain unaffected.

16.6. If the service provider provides these General Terms and Conditions in more than one language and there is a discrepancy between the German and the translated text, the German text will prevail.

16.7. In accordance with § 19 (1) AStG, we would like to point out that there is the following internet ombudsman office for alternative dispute resolution, which we are covered by: www.ombusstelle.at

We would like to point out that we will not take part in arbitration proceedings.



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16.8. The EU Commission provides an internet platform for online dispute resolution (so-called "OS platform"). The OS platform is intended to serve as a contact point for the extrajudicial settlement of disputes regarding contractual obligations arising from online sale contracts. The OS platform can be accessed at the following link: <http://ec.europa.eu/consumers/odr>.

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sdg - samlinux development group

Feschnigstraße 217H
9020 Klagenfurt am Wörthersee
Austria

rbole@icacademy.at
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VAT no.: ATU51673407

Withdrawal Form

to:
Roland Bole, Bakk. MSc
sdg - samlinux development group
Feschnigstraße 217H
9020 Klagenfurt am Wörthersee
Austria
rbole@icacademy.at

I hereby withdraw from the contract concluded with you

Ordered on/booked on: _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s): _____

Place/date: _____