



Terms and Conditions

28.08.2021

1. Scope and subject of the contract

1.1

These contractual conditions apply to the use of the SkillDisplay software and services offered by SkillDisplay GmbH ("SkillDisplay") on the SkillDisplay.eu ("websites") website.

These contractual conditions also apply to the publication of skills and any information in the context of skills on the freely accessible platform skilldisplay.eu ("platform").

Any user accounts on the platform adhere to the Terms and Conditions of skilldisplay.eu.

1.2

The software is operated by SkillDisplay as a web-based SaaS or cloud solution. This enables you to use the software stored and running on the servers of SkillDisplay or a service provider commissioned by SkillDisplay via an Internet connection for your own purposes during the term of this contract and to save and process your data with the help of the software.



1.3

The following general terms and conditions, hereinafter referred to as “GTC”, apply to all usage, license, and consulting contracts as well as similar contracts (hereinafter referred to as “contracts”) that are concluded between SkillDisplay and customers and partners.

1.4

These terms and conditions apply in the version valid at the time the contract is concluded. They also apply if no reference is made to them in subsequent contracts.

Conditions of the customer that contradict or deviate from the General Terms and Conditions of SkillDisplay do not apply, unless SkillDisplay has consented to them in writing in individual cases.

1.5

By submitting your order or by registering as a user on one of our websites, you declare that you agree to these contractual terms and conditions in the version valid when the contract was concluded.

1.6

These contractual conditions also apply to future contractual relationships.

1.7

You can call up these terms and conditions at any time, even after the contract has been concluded, on one of our websites under the link “Terms and Conditions”, print them out, download and save them.

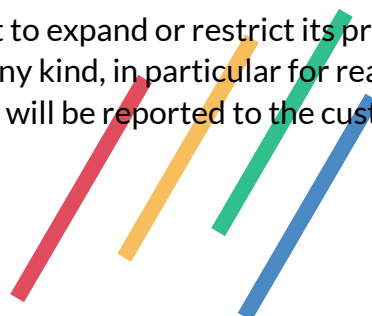
2. Registration, assurances during registration, conclusion of contract

2.1

The services offered on the SkillDisplay website do not yet represent a legally binding offer, but merely a request for the customer to obtain an offer. The contract between the customer and SkillDisplay is concluded by signing an offer made in writing by SkillDisplay.

2.2

SkillDisplay reserves the right to expand or restrict its products / services at any time or to make other changes of any kind, in particular for reasons of technical or legal necessity. Significant changes will be reported to the customer at least one month



before they are implemented. In the event of significant changes that result in a significant reduction in performance, customers can extraordinarily terminate their existing contractual relationship for the use of the software within one month of receipt of the notification of change with effect from the entry into force of the change.

2.3

If and to the extent that you provide one or more users with personal data (e.g. personalized e-mail addresses) when registering, you expressly declare that you are also willing to use our standard contract for order processing in accordance with Art. 28 Para. 3 of European General Data Protection Regulation (“GDPR”)”.

2.4

“User” is any natural person who is authorized to use software in accordance with these terms and conditions. You assure that you have obliged every user to adhere to these terms and conditions and to this extent release SkillDisplay from all claims.

2.5

You are obliged to keep the password you selected during registration and the other access data secret and to ensure that any users who are provided with access data do the same. SkillDisplay will not give your password to third parties and will never ask for your password outside of the software.

2.6

With the presentation and promotion of products and services on our websites, we are not making a binding offer to sell certain products or services.

3. Prices and terms of payment

3.1

For orders whose prices are not explicitly agreed in the context of the conclusion of the contract, the current and binding prices at the time of placing the order are applied, which can be viewed at any time on the SkillDisplay website. All prices are in euros and are exclusive of sales tax.

3.2

Details of the fees for the individual paid versions are regulated on the SkillDisplay website in the “Prices” section. The prices mentioned there are binding and do not include the applicable statutory value added tax.



3.3

You can pay using the debit method offered on the website, in particular the accepted credit cards, or using the online payment methods offered. If a fee cannot be collected, you will bear all the resulting costs, in particular bank fees in connection with the return of direct debits and comparable fees, to the extent that you are responsible for the cost-triggering event.

3.4

These terms of payment are applicable to all agreements between SkillDisplay and the customer, unless a different, written agreement has been made.

Unless otherwise agreed, the usual business year (January 1 to December 31) applies to billing of license costs (due date). Fees to be paid are due in advance and are due within 14 days of the invoice being submitted by SkillDisplay.

If a contract is concluded during the year with an annual billing period, the first invoice will be issued for the period from the start of the contract to December 31. of the respective year.

Costs for services, workshops and advice are billed separately and are therefore not included in the agreed prices, unless explicitly included in the license package selected by the customer. These are due 14 days after the service has been provided and the invoice has been issued. This also applies to special services such as order development and technical advice.

3.5

Unless otherwise agreed, SkillDisplay will send you the invoice for the fees paid by email.

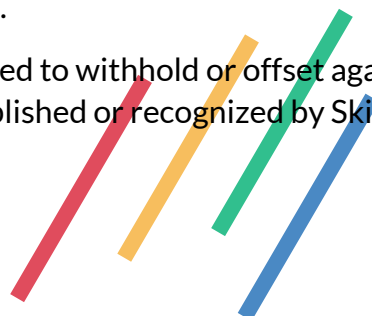
3.6

Any use of the services and content offered on the SkillDisplay websites except for the options provided by SkillDisplay requires the prior written consent of SkillDisplay. This also applies in particular to different payment methods.

3.7

All invoice amounts must be credited to the SkillDisplay account specified on the invoice no later than the fourteenth day after receipt of the invoice without any deductions and free of charges. A longer period can be specified in the license agreement with the customer.

The customer is only authorized to withhold or offset against counterclaims if his claims have been legally established or recognized by SkillDisplay. This limitation does



not apply to claims due to partial non-fulfillment or defects that are based on the same contractual relationship as the claims of SkillDisplay.

If there is a defect, the client may only withhold payments in proportion to the defect and only if the defect is beyond doubt.

In the event of default in payment by the contractual partner, SkillDisplay is entitled to charge default interest in accordance with Section 456 UGB and to make the provision of further services dependent on the payment.

If the customer is more than one month in arrears with his / her payments, SkillDisplay is entitled to block access to the software after prior written notice. The announcement can also be included in a reminder.

4. Type and scope of the service

4.1

SkillDisplay provides you with the latest version of the software at the router exit of the data center in which the server with the software is located ("transfer point"). The software, the computing power required for its use and the required storage and data processing space are provided by SkillDisplay. However, SkillDisplay is not responsible for establishing and maintaining the data connection between your IT systems and the transfer point described.

4.2

If the software runs exclusively on the servers of SkillDisplay or a service provider commissioned by SkillDisplay, you do not need any copyright rights to use the software, nor are you granted such rights. However, for the term of the contract, SkillDisplay grants you the non-exclusive, non-transferable right, limited in time to the duration of the user contract, to load the user interface of the software for display on the screen in the memory of the terminal devices used for this purpose in accordance with the contract to make duplications of the user interface.

4.3

The contractually agreed service may not be made available to third parties unless this has been expressly agreed by the parties.

4.4

If SkillDisplay provides the customer with software "On Premise" – that is, for installation on servers provided by the customer – a written notification is sent to the customer.



The customer is obliged to accept all services from SkillDisplay, in particular individual software adjustments, immediately after receipt of the notification of readiness and to check them for defects. All obvious defects must be reported in writing immediately, all hidden defects immediately after their discovery. SkillDisplay is entitled to a written declaration of acceptance.

The service is deemed accepted as soon as the customer uses the software operationally or commercially or has it used. Commissioning is deemed to have taken place if no major defects are named in writing within 15 days of notification of the respective services being ready for acceptance.

5. Availability of the software

5.1

SkillDisplay advises you that there may be restrictions or impairments to the services provided that are beyond the control of SkillDisplay. This includes, in particular, actions by third parties who are not acting on behalf of SkillDisplay, technical conditions of the Internet that SkillDisplay cannot influence, and force majeure. The hardware, software and technical infrastructure you use can also have an impact on performance. Insofar as such circumstances have an impact on the availability or functionality of the service provided by SkillDisplay, this has no effect on the contractual conformity of the services provided.

5.2

You are obliged to notify SkillDisplay immediately and as precisely as possible of any functional failures, malfunctions, or impairments of the software.

5.3

SkillDisplay reserves the right to change the services offered on its website at any time and without prior notice, or to offer different services, unless this is unreasonable for the user.

6. Obligations of you as a user

6.1

The customer has to support SkillDisplay in the fulfilment of the contractually owed services by SkillDisplay. For this purpose, the customer provides information, data and other material that is required for the provision of the agreed services by SkillDisplay in good time.

Any deadlines at the expense of SkillDisplay only begin to run when the customer has fulfilled his obligations.



The customer is obliged to provide and maintain the contact details of a qualified contact person and a representative. The latter is entitled to make or promptly bring about all necessary decisions that are necessary to provide the contractually agreed service.

If tasks have to be carried out twice as a result of the client's failure to cooperate or not in good time, SkillDisplay is entitled to additionally invoice this work after prior notice, stating the additional costs to be expected.

As far as the services of SkillDisplay are provided in whole or in part via an Internet connection, SkillDisplay provides the services on computers (servers) within the scope of its technical and operational possibilities. The customer will establish the connection to the computers via the Internet at his own expense and responsibility.

6.2

The proper and regular backup of your data is entirely your responsibility. This also applies to documents provided by SkillDisplay in the course of contract processing (e.g. invoices).

6.3

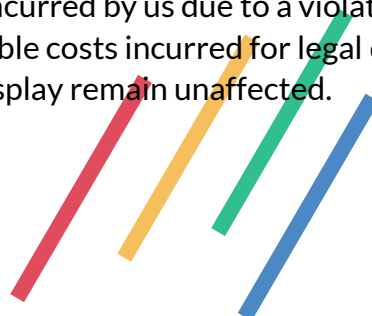
If you provide SkillDisplay with protected content (e.g. graphics, brands and other content protected by copyright or trademark law), you grant SkillDisplay all rights necessary to implement the contractual agreement. In particular, this also includes the right to make the relevant content available to other users as part of this implementation. In this respect, you affirm that you have all the necessary rights to the materials provided in order to grant SkillDisplay the corresponding rights.

6.6

If the content you post or your use of the services violates the rights of third parties or legal requirements, you will immediately cease the use that is contrary to the contract and / or illegal.

6.7

You release SkillDisplay from all claims, including claims for damages, that other users or other third parties assert against SkillDisplay due to a violation of their rights through the content posted by you. You also indemnify SkillDisplay from all claims, including claims for damages, that other users or other third parties assert against SkillDisplay due to the violation of their rights through your use of the services. You assume all reasonable costs incurred by us due to a violation of the rights of third parties, including the reasonable costs incurred for legal defence. All further rights and claims for damages by SkillDisplay remain unaffected.



7. Data protection, right to data processing, data backup

7.1

The personal data you provide during registration will only be collected, stored, processed, and used by SkillDisplay to the extent that this is necessary for the fulfilment of contractual obligations, in particular for the provision and use of the services offered, or when you use them have consented.

7.2

SkillDisplay undertakes to comply with the relevant data protection regulations. In this respect, reference is also made to the data protection declaration that can be accessed from every SkillDisplay website.

Unless otherwise agreed, SkillDisplay only makes its software available on servers in certified high-security datacentres within the European Union. The data transfer between customer devices and the server is done using SSL encryption. Each customer receives its own server instance, which is logically isolated from other customer servers. All customer data and backups are stored under strict encryption. Data on the SkillDisplay servers is carefully backed up at intelligent intervals (hourly, daily, and weekly). In the unexpected event of a total failure of the application, the data can be lost for one or more days under unfavourable circumstances. In this case, SkillDisplay imports the last available backup.

7.3

With regard to the data stored by you on the storage space provided, you are responsible for compliance with the provisions of the Federal Data Protection Act, the European General Data Protection Regulation (GDPR) and other relevant data protection laws. If and to the extent that you process (e.g. save) personal data of third parties on the IT systems for which SkillDisplay is technically responsible, it is your sole responsibility to securely provide the basis required for the legality of this processing (e.g. consent) in accordance with Art. 6 GDPR put. In addition, in these cases, you and SkillDisplay must conclude an order processing contract (cf. Art. 28 Paragraph 3 GDPR). SkillDisplay undertakes to make an order processing contract available on request. The processing of special categories of personal data within the meaning of Art. 9 GDPR (e.g. illness data) within the software is strictly prohibited.



8. Responsibility for user content, data and / or information

8.1

SkillDisplay assumes no responsibility or liability for the content, data and / or information provided by the users of the SkillDisplay websites, as well as for content on linked external websites. In particular, SkillDisplay does not guarantee that this content is true, that it fulfils a specific purpose or that it can serve such a purpose.

8.2

If you notice illegal or contractual use of the SkillDisplay website (including the use of pseudonyms or deceptive identities), we ask you to notify us using the contact form available on the website.

8.3

Skills published on the platform by customers and partners of SkillDisplay are made available to all visitors in accordance with the Open Data Commons Open Database License (ODbL) v1.0 (<https://opendatacommons.org/licenses/odbl/1-0/>) free of charge and accessible in the front end and for machine retrieval via API. SkillDisplay must not charge or limit access to such contents for users of any kind, nor require registration to access the content. This includes skills, all information published in their context (descriptions, learning goals, resources), as well as dependencies between skills.

9. Customer service and support

You can submit questions and requests for explanation about your contract or our services at any time using the contact form, which can be accessed from any page on the SkillDisplay website, or by email or letter.

10. Warranty

In principle, the statutory provisions on warranty in rental contracts apply. Sections 536b BGB (knowledge of the tenant about the defect upon conclusion of the contract or acceptance), 536c BGB (defects occurring during the rental period; notification of defects by the tenant) apply. However, the application of Section 536a (2) BGB (tenant's right to remove himself) is excluded. The application of Section 536a, Paragraph 1 of the German Civil Code (Lessor's liability for damages) is also excluded, provided that the standard provides for no-fault liability.



11. Liability of SkillDisplay

11.1

SkillDisplay is liable to you in all cases of contractual and non-contractual liability in the event of wilful intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of wasted expenses.

11.2

In other cases, SkillDisplay is only liable in the event of a breach of a contractual obligation, the fulfilment of which enables the proper execution of the contract in the first place and which you as a customer can regularly rely on compliance (so-called cardinal obligation), limited to the replacement of foreseeable and typical damage. In all other cases, SkillDisplay's liability is excluded.

11.3

Liability for damage resulting from injury to life, limb or health and in accordance with the Product Liability Act as well as assuming a guarantee remains unaffected by the above limitations and exclusions of liability.

11.4

If you suffer damage from the loss of data, SkillDisplay is not liable for this, provided that the damage would have been avoided through regular and complete backups of all relevant data by you. You will carry out a regular and complete data backup yourself or have it carried out by a third party and you are solely responsible for this.

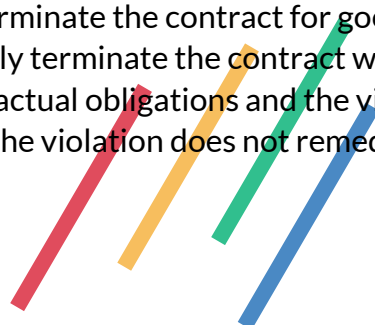
12. Termination of the contract, repayment of fees paid in advance

12.2

Unless other arrangements have been made (e.g. in the case of fixed-term contracts), contractual relationships can be terminated by both contracting parties without giving reasons in compliance with the text form and a notice period of one month to the end of the calendar month. The customer must express the termination in text form and is responsible for providing evidence of access.

12.3

The right of both parties to terminate the contract for good cause remains unaffected. SkillDisplay can extraordinarily terminate the contract with immediate effect if the client violates essential contractual obligations and the violation continues despite a warning from SkillDisplay or the violation does not remedy. The same applies if the



contractual partner is more than 30 days in arrears with a due payment despite a reminder.

12.4

If there is an important reason, SkillDisplay can also impose the following sanctions on you regardless of a termination:

Deletion of content that you have posted;

Issuing a warning;

(Temporary) blocking of access to the services offered by SkillDisplay.

12.5

In the event of termination by the customer, SkillDisplay provides the customer with all data stored by him within the software in a common format. The provision takes place within a period of 30 calendar days from the end of the contractual relationship.

13. Final provisions

13.1

Changes and additions to these contractual conditions must be made in writing. This also applies in particular to a waiver of this written form clause.

13.2

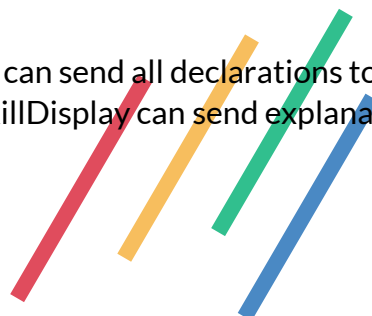
Should individual provisions of these contractual conditions be or become ineffective, this shall not affect the validity of the remaining provisions. The parties undertake to replace the ineffective provision with one that most closely approximates the economically intended purpose of the ineffective provision in a legally permissible manner. The same applies to loopholes in the agreement.

13.3

SkillDisplay reserves the right to change these contractual terms at any time without giving reasons, unless this is unreasonable for you. We will notify you in good time about changes to these contractual terms. If you do not object to the validity of the new contractual conditions within 14 days of being notified, you will be deemed to have accepted the changed contractual conditions. In the notification, we will inform you of your right to object and the significance of the objection period.

13.4

Unless otherwise agreed, you can send all declarations to SkillDisplay by email or letter to SkillDisplay. For its part, SkillDisplay can send explanations to you by e-mail or letter



to the addresses that you have given as current contact information in your user account.

13.5

For all disputes arising directly or indirectly from the contract, the Austrian court responsible for SkillDisplay (registered office Oberzellergasse 3/2/2, 1030 Vienna, Austria) is exclusively agreed. If SkillDisplay should actively file a lawsuit, this can be done at any other permissible place of jurisdiction in addition to the jurisdiction described above (jurisdiction agreement).

Austrian law applies to the legal relationship between SkillDisplay and the contractual partner. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply. The reference or conflict of laws rules of international private law do not apply either (choice of law).

