

GENERAL TERMS AND CONDITIONS FOR "ONLINE"-SERVICES

1. General

All contracts between teamazing GmbH ("Teamazing") and the customer related to the provision of "online" services, i.e. events, trainings, workshops, other events and related services ("Services") by Teamazing to the customer are exclusively governed by these General Terms and Conditions ("GTC"); any terms and conditions of the customer do not become part of the contract.

2. Contract and scope of service

- 2.1. A contract that obliges Teamazing to provide Services shall be concluded upon Teamazing's written confirmation ("Order Confirmation") of the customer's order.
- 2.2. Teamazing's contractual scope of services shall exclusively be derived from the content of the Order Confirmation and all notes and explanations contained therein. A customer's suggestion for changes and additions regarding an already concluded contract shall constitute a new offer to Teamazing and require a written Order Confirmation by teamazing to be effective and binding.
- 2.3. Brochure information shall not have any binding effect.

3. Payment terms and currency

- 3.1. The customer shall issue payments for Services exclusively by internet transfer to the following account:

teamazing GmbH
IBAN: AT49 3836 7000 0051 8811
BIC: RZSTAT2G367
- 3.2. Subject to any longer payment terms that may be contained in a related invoice, the Services shall be governed by the payment terms and conditions specified in the Order Confirmation.
- 3.3. Services provided by Teamazing shall be paid in the currency stated in the Order Confirmation.
- 3.4. Teamazing shall not be obliged to provide any Services, if the customer is in breach of the applicable payment terms.
- 3.5. In case of delayed payment of Services by the customer, Teamazing shall be entitled to claim from the customer the payment of statutory default interest and any and all additional costs and damages resulting from the delay.

4. Postponement of Services required by the customer

- 4.1. Subject to section 4.2, the customer may postpone the delivery of a Service to a later date without incurring additional costs and without giving reasons, by notifying Teamazing in writing.
- 4.2. In case the customer requests the postponement of a Service within 21 (twenty-one) days prior to the agreed date of the Service provision, Teamazing shall, without proof of any damage, be entitled to charge the customer a lump-sum compensation amounting to 25% (twenty-five percent) of the agreed Service fee, but at least EUR 200 (two hundred Euro).

5. Cancellation of Services by the customer

- 5.1. The customer may cancel an already agreed Service by giving written notice to Teamazing. Depending on the time of such notification, the customer is obliged to pay the following lump-sum compensation to Teamazing:
 - a. 33% (thirty-three percent) of the agreed Service fee, in case of cancellation after receipt of Order Confirmation;
 - b. 66% (sixty-six percent) of the agreed Service fee, in case of cancellation within 21 (twenty-one) days before the agreed Service date;
 - c. 100% (one hundred percent) of the agreed Service fee, in case of cancellation on the day before or on the day of the agreed provision of Service.
- 5.2. If teamazing provides services via subcontractors, such services, including but not limited to the cancellation of services by the customer, shall exclusively be governed by the General Terms and Conditions of the subcontractor. The General Terms and Conditions of the subcontractor will be provided to the customer in writing, together with the subcontractor's service offer, and shall, in case of contradictions, prevail over these GTC.

6. COVID-19 and force majeure

In case of Teamazing being prevented from providing Services due to legal regulations regarding COVID-19 and/or events of force majeure, the customer has the right to request an alternative date for the provision of the agreed Service within 9 (nine) months from the originally agreed Service date. Such postponement shall not result in any additional payment obligations for the customer. If the customer does not require the postponement of the Service within the aforementioned period, Teamazing reserves the right to retain 33% (thirty-three percent) of the Service fee as lump-sum compensation for expenses already occurred.

7. Services not used by customer

If the customer does not make use of particular Services that have already been agreed upon (e.g. due to a reduced number of participants), it shall not be entitled to a price reduction or refund of fees that have already been paid.

8. Extension of Services

- 8.1. If an event needs to be extended for reasons attributable to the customer and such extension exceeds a period of 15 (fifteen) minutes, Teamazing reserves the right to charge additional Service fees to the customer.
- 8.2. If the number of participants in an event exceeds the originally agreed number, Teamazing reserves the right to charge additional Service fees to the customer.

9. General terms and conditions of participation in events

- 9.1. Participation in events hosted by Teamazing is subject to the general terms and conditions of participation set forth in this section 9. ("General Terms and Conditions of Participation") and other organizational provisions stipulated by Teamazing, which regulations must be observed by all participants in order to ensure the smooth running of the event. The customer is responsible to ensure compliance of its participants with these General Terms and Conditions of Participation and other organizational provisions; for this purpose, the customer shall sufficiently inform its authorized participants about these General Terms and Conditions of Participation. Prior to the event, Teamazing will inform the participants about further applicable organizational provisions.
- 9.2. Persons under the age of 15 (fifteen) are not allowed to participate in Teamazing events, unless expressly agreed otherwise in writing.
- 9.3. Authorized participants are obliged to behave in a reasonable and self-responsible manner when attending a Teamazing event.
- 9.4. Teamazing may exclude participants from participation in an event, if such participants violate the General Terms and Conditions of Participation or other organizational measures stipulated by Teamazing. Such exclusion shall not entitle the customer to claim any price reduction or refund of the agreed Service fee.

10. Shipping of goods

If the Services include the delivery of goods by Teamazing to the customer, such deliveries shall be performed subject to the Incoterm 2020 "EXW". Any organizational services provided

by Teamazing with respect to the shipment of goods shall be deemed to be rendered on a voluntary basis and shall not affect the aforesaid.

11. Warranty

- 11.1. If Teamazing has not provided any and all Services in accordance with the Service contract, the customer shall be entitled to demand performance improvement during an event. To this end, the customer shall inform Teamazing about any deficiencies without delay. Teamazing reserves the right to refuse any service improvements, if this would generate disproportionate efforts for Teamazing. Alternatively, teamazing may offer to the customer the provision of an equivalent substitute service.
- 11.2. In case of technical defects (e.g. due to an inadequate internet connection) during an event that lead to an interruption of such event of less than one hour, Teamazing shall be entitled to extend the event by a period of time corresponding to the interruption time; such interruption shall not entitle the customer to any other claims. In case of interruptions that last longer than one hour, the customer may claim the repetition of the entire event.
- 11.3. The customer may, at Teamazing's sole discretion, claim from Teamazing a reasonable reduction of the agreed Service fee or the cancellation and reversion of the contract, provided that Teamazing is not able at all nor at reasonable costs to provide an improved service or substitute service to customer.
- 11.4. Any and all warranty claims arising under a contract or under law must be notified to Teamazing in writing without delay, but within one month after the agreed date of performance at the latest, otherwise such warranty rights will be forfeited. The customer shall be obliged to sufficiently substantiate the reasons for the warranty claim.

12. Limitation of liability

- 12.1. As far as permitted by law, in no event shall Teamazing or its personnel be liable towards the customer or third parties for a) any and all losses and damages caused by slight negligence as well as for b) pure financial losses and other consequential damages, irrespective whether such losses or damages have been caused by any form of negligence, which are arising in connection with a contract and/or the performance of services agreed under this GTC.

Except from Teamazing's liability resulting from grossly negligent or intentional fault in selecting such third party provider (culpa in eligen, Teamazing shall not be liable to the customer or third parties for defaults and disruptions in services provided by third parties, which teamazing has only brokered and expressly designated as third-party services.,

13. Final conditions

13.1. These GTC can be unilaterally be changed by teamazing at any time and shall be valid from the date of their publication.

13.2. Any changes to a contract hereunder are valid only upon written agreement Teamazing and the customer.

13.3. In all other respects, the statutory provisions apply. If individual provisions of a contract hereunder or of these GTC are or become ineffective, invalid and/or unenforceable, the effectiveness, validity and/or enforceability of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective, valid or enforceable provision which comes as close as possible to the economic purpose intended.

13.4. Disputes arising from or in connection with a contract between Teamazing and the customer or services provided by Teamazing shall be finally settled by the competent courts in Graz, Austria. Contracts between Teamazing and the customer shall be subject to the substantive laws of Austria without reference to its conflicts of law provisions.

Version as of April 30th, 2021