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## 1. Area of Application

These general terms and conditions apply to all our services and consignments as well as the use of and the content on the platform. Any digressions herefrom are only valid if we have acknowledged them in writing.

## 2. Requirement for the written form

Changes in and additions to the contract require our written confirmation in order to take effect; this is also true for any changes to this required format. Fax and email are also considered as written form.

## 3. Payment

- 3.1. Unless special payment conditions have been fixed in writing, all payments are to be made within 30 days from the reception of the bill and without any deductions. Payments for events must be payed prior to the actual event or a participation can not be guaranteed. Offsetting amounts with counterclaims which have not been expressedly agreed upon in writing or are legally binding is prohibited. In case of payment delays, business interest (according to § 352, Austrian Business Law Code, 8 percent above base interest) is considered already agreed. Furthermore, the contractual body has to bear all adequate and necessary costs related to asserting our legal rights, such as reminder fees, attorney's fees and similar.
- 3.2. The contractual body is not entitled to hold back payments because of warranty claims or other claims of any kind.
- 3.3. If the contractual body is in arrears with payments or other services, especially in relation to paragraph 6.3, we are eligible to postpone the implementation of our obligations until the arrears have been paid or services rendered or we can also call upon an appropriate extension of the time frame for services to be rendered. The aforesaid is also subject to our right to the early cancellation the contract.

3.4. Consignments sent remain our property until complete satisfaction of all of our claims from mutual legal business transactions with the contractual body has been achieved. The contractual body has to comply with compulsory labeling and other formal regulations for the protection of property interests. In case of attachment of goods or other demands, the contractual body is required to point out our property and inform us immediately.

3.5. Any consideration payable under this Hosting Service Agreement shall be exclusive of VAT, goods and service taxes, sales taxes and similar levies. However, in compliance with tax law, VAT or the afore-mentioned similar levies shall be added to the consideration, if applicable and shall be payable at the same time as the consideration is due to be paid. In addition, a valid VAT invoice shall be issued in conformity with the applicable VAT laws in respect of the transaction covered by the consideration. In the event that VAT is charged in error, a valid VAT credit note shall be issued and the VAT amount shall be adjusted accordingly at the earliest possible.

In the event of withholding taxes or similar levies being due upon payment of any consideration under this Hosting Service Agreement by one of the parties to this contract, the respective party shall withhold and pay all withholding taxes or similar levies payable or determined to be payable to the local tax or other authorities. In addition, the party in charge of paying WHT shall provide to the other party without any delay a tax certificate or any other documents issued by the tax or other authorities evidencing the actual taxes paid.

If a procedure for relief from withholding tax (exemption, reduction, or refund) is provided by double tax treaty provisions or local law, the other contract party is obliged to provide full cooperation in seeking either to avoid tax payments in total or partially or reclaim already paid withholding taxes.

3.6. Prices and Service Fees are value guaranteed. They move up or down to the extent of which has been announced in by the Statistics Austria. Starting point for the value guarantee is the Consumer Price Index 2010 announced at the month of the contract signing. Value adjustments are measured at the end of

the year for the following year based on the Consumer Price Index 2010 agreed on in December.

#### **4. Warranties**

Legal regulations apply.

#### **5. Compensation**

Unless stated otherwise in these regulations, our liability in all cases is limited to those damages which happened to our actual services. Any further compensation, especially for consequential harm caused by a defect, is excluded, unless we are guilty of gross negligence. PDA does not guarantee the quality and quantity of candidates who apply for the posted job vacancies. It is expressly stated that we do not operate as a business consultant, but provide platform, content, jobs and talents and only coach and train employees within that framework of events and e-learnings. We do not have any influence on the implementation of this teaching goals in the concrete companies and, therefore cannot assume any liability for these measures within the meaning of corporate advisory activities.

#### **6. Results of Arrears and Cancellation of Contract**

6.1. Should we despite an extension of deadlines be in arrears due to gross negligence, the contractual body may cancel the contract.

6.2. We are entitled to cancel the contract:

- If the rendition of services, the start or the continuation of services becomes impossible or, even if given an extension, is further delayed due to the contractual body's fault.
- If the contractual body, due to questions about its credit worthiness, refuses to make a requested down payment or, before the rendering of services, refuses to provide appropriate securities.

- If insolvency proceedings are opened against the assets of the contractual body, an application of such is refused due to lack of funds or if the prerequisites for such proceedings are given.
- If the contractual body violates major contractual clauses.
- If the contractual body is for whatever reasons – be they self-inflicted or not- unable to fulfil this contract anymore.

6.3. In case of article 6.2 a partial annulment of the contract is acceptable.

## **7. Rights to Work Results**

- 7.1. All rights such as the right to remodel, edit, copy, distribute, transmit, publish, store and all other uses of the work results created by us in carrying out our contractual duties or following the instructions of the Contracting Party remain solely with us. We are entitled to exercise all economic rights concerning the work results, as far as the customer has no permission to use within the meaning of point 7.3.
- 7.2. We are entitled to the same rights as long as it concerns work results resulting from our experience.
- 7.3. The contractual body is only allowed to use these rights in the fulfillment of contractual duties and only in a limited way. In particular, material may neither be duplicated nor made accessible to third parties.

## **8. Data Protection**

- 8.1. The contractual body will keep strictly confidential and infinitely so all data and information accessible to him/her within the framework of our business relations and will not make the accessible with our previous expressed agreement. Included in this data and information are education and work methods, software development and implementation, project planning and implementation, contract and negotiation contents and results, individually agreed upon prices and internal price lists, calculations and calculation

guidelines, salaries, customer lists, internal information for customer acquisition as well as co-worker skills. He will use this data made accessible to him by us only in the course of business relations and as necessary and will not use this data neither for his own nor for others' purposes. Data and information may only be made accessible to the contractual body's co-workers who are or will be dealing with the above subject internally.

- 8.2. The contractual body acknowledges that all rights to information made accessible to it by us remain ours.
- 8.3. The above named data protection provisions extend to the content of talks held between the parties.
- 8.4. The contractual body commits itself to include its coworkers and all its representatives under this agreement and takes full responsibility for them abiding by this confidentiality clause.
- 8.5. The present non-disclosure duties are null and void for data, information, contents of talks and facts which demonstrably
  - Had already been public at the time of informing the contractual body or which became public knowledge without a breach of the contractual body's duties at hand; or
  - Are legally disclosed to the contractual body by third parties not associated with us; or
  - Were demonstrably known to the contractual body prior to disclosure by us; or
  - Were independently developed by the contractual body without any recourse to information supplied by us.

The present non-disclosure duties are null and void in relation to courts of justice and government administration agencies involved in fulfilling their legal duties.

Documents received from us within the framework of talks as well as all recordings of and notes and documentation on talks are, in whichever form, to be stored safely and inaccessibly for unauthorized personnel and, upon request by us, must immediately and completely be returned and/or be demonstrably destroyed.

- 8.7. In case of violation of the duties of this non-disclosure agreement, the signatory has to pay a penalty for breach of contract to the sum of €30,000.00 per case to us. This does not apply to talents. A reduction by judgement is excluded. We reserves it right to claim payment for possible additional damages in excess of the penalty. A claimed amount is due within two weeks of request of payment.
- 8.8. Also, the rights of third parties, whatever kind they are, are to be preserved. The signatory will have to indemnify us and hold harmless should there be any claims made against us due to the infringement of the rights of third parties by the contractual body. We commit to call the contractual party to the proceedings in case a claim should be filed against us in court. Should the contracting body not join our side, we assert our right to accept the claim.
- 8.9. The contractual body pledges to abide by appropriate data protection regulations.

## **9. Court of Jurisdiction / Applicable Law**

Performance location is our company location in Innsbruck. Exclusive court of jurisdiction for all disputes resulting from this contract is the appropriate court at our company location in Innsbruck.

Austrian law is exclusively applicable without the possibility of handing on proceedings to other legal systems.

## **10. Changes to the General Terms and Conditions**

We reserve the right to change the General Terms and Conditions any time. Changes are valid for any future legal transactions.

## **11. General Terms and Conditions of the Contractual Body / Additional Agreements**

We do not accept the General Terms and Conditions of the contracting body unless in the case of an expressive written agreement. Oral additional agreements need to be put in writing to become valid. This is also true for any changes to this required format.

## **12. Sub-contractors**

In rendering our services, we are also entitled to use of sub-contractors.

## **13. Confidentiality Courses**

The instructional and teaching material as well as the contents of the courses are guarded by intellectual rights and are therefore subject to the national and international regulations for the protection of intellectual property. Each payed or free transfer or acquisition of instructional and teaching material as well as the content of the courses, in whatever form, is hence illegal and will be followed by legal action, the introduction of a preliminary injunction, the introduction of an injunction and similar measures in case of contraventions.

## **14. Privacy Legal Consent for Talents**

The contractor agrees that his personal data will be processed for the purpose of ..... namely ..... and transmitted to ..... for the purpose of ..... This consent may be revoked at any time.

## 15. Third Party Rights

### Privacy policy for Academy Cube

The general privacy policy published by PDA covers the Academy Cube. For full details see <http://www.pdagroup.net/legal/>

This is the additional privacy policy for the Academy Cube which hereby incorporates in full by reference the general privacy policy and governs the collection of personal information from users who filled out and submitted the online contact information sheet for Academy Cube from the website <http://academy-cube.eu> (“Academy Cube Website”)

### Consent

This Privacy Policy for Academy Cube advises you about how PDA uses and protects any personal information sheets for Academy Cube. If we decide to make changes to this Privacy Policy for Academy Cube, we will post the changes here and seek again your explicit consent.

IF YOU DO NOT CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS SET FORTH IN THIS POLICY, YOU MAY NOT SUBMIT THIS CONTACT INFORMATION SHEET.

BY CLICKING “I ACCEPT”; YOU ARE CONSENTING TO THE COLLECTION, USE, AND TRANSFER OF YOUR PERSONAL INFORMATION IN OR TO THE UNITED STATES OR ANY OTHER COUNTRY IN THE WORLD AND FOR THE PURPOSES DESCRIBED AS SET FORTH HEREUNDER.

### Collection of Personal Data

We collect the information you give us when you use the Academy Cube Website. You may use this Academy Cube Website to register by filling out the applicable online contact sheet.

- i) Either as an interested student in form of a request for further information on Academy Cube or

ii) As an interested talent in form of an application for access to Academy Cube  
or

iii) As a prospective partner of the Academy Cube.

When you register in that way as an interested student with the request for further information on the Academy Cube, we ask you for mandatory information and personal data like your name, postal address, e-mail address, your nationality, your job status, highest degree and degree subject and year of graduation as well as fields of interest in respect to Academy Cube.

When you register in this way as a prospective user in order to apply for access to Academy Cube, we ask you for mandatory information and personal data like your name, your first name, e-mail address, postal address, your job status, your nationality, your birthdate, STEM field of study, highest degree and degree subject including year of graduation, language skills, the Curriculum you are applying for as well as the upload your CV, your degree diploma and your unemployment certificate.

When you register in that way as a prospective partner we ask you for mandatory information and personal data such as name of contact person, postal address, e-mail address, company name as well as fields of interest in respect to Academy Cube. Further additional personal data may be volunteered by you which is then also subject to this Privacy Statement of Academy Cube.

In addition to the information you provide, we may also collect information during your visit to the Academy Cube Website such as tracking of type, duration and progress of curricula/courses consumed, of your log-in details to the training system and of your visit to individual job postings.

### **Use and Purpose of Collected Personal Data**

Some of the ways we may use your personal data include, but are not limited to the following:

- We may evaluate if your profile suits the target group of Academy Cube and, if so, set up your user account.

- We may inform you about the starting point for general registration process for Academy Cube along with details on the then available Academy Cube offerings. We may send you regular updates by e-mail or by post on the latest Academy Cube announcements, offerings or related events.
- We may contact you occasionally with tailored information about the Academy Cube offerings e.g. like curricula and courses, events, articles or with recommendations for specific job offering we think will be of specific interest to you.
- We may reply to your inquiries, to provide you with requested information and promotional material.
- We may use your personal data for marketing or promotional purposes and market research.
- We may use your personal data to conduct questionnaires and surveys on the Academy Cube. Your completion of any questionnaires is voluntary.
- We may use your personal data internally to help us improve our services and to help resolve any problems. We may inform you to support recruitment inquiries and use the information you provided to communicate with you to manage the Academy Cube recruiting and hiring process.
- We may collect your personal information to use, transfer, retain and share it internally, with other partners of the Academy Cube and with third parties in connection with recruiting and employment.
- We may retain your information to consider you for other job opportunities.
- We may forward your contact information to a content provider in case you choose to apply for a payable course, e-learning or training on the Academy Cube Website provided by the above mentioned content provider or other partner.

We may track your progress of learning and activity in the training system Opt-out choice. If you do not wish to receive information from us and want to be removed from our standard mailing list, please e-mail us at [info@academy-cube.eu](mailto:info@academy-cube.eu) with the subject line 'Remove from mailing lists'.

### **Disclosure of your Personal Data**

It is likely that circumstances may arise, whether for strategic or other business reasons, where the Academy Cube may be reorganized and further processing of the Academy Cube will be transferred to another third party. Such a transaction may involve, in accordance with the applicable law, the disclosure of your personal data to a third party in accordance with the purposes for which the personal data was originally collected or the purposes to which you have subsequently consented.

We may also share such information with other partners of the Academy Cube for the purposes of providing a requested service or transaction, including processing orders, issuing invoices, granting access to and tracking type, duration and progress of curricula / courses and to manage the recruiting and hiring process.

### **Use of Google Analytics**

This website uses Google Analytics, a web analytics service provided by google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use this site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by google on servers in the United States. In case of activating IP anonymization at this website Google will reduce your IP address prior sending it to member countries of the European Union or to other treaty states of the agreement of the European Economic Area. Only in exceptional cases the full IP address will be transferred to Google's Server in the USA before being shortened . Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this

information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website.

Additionally you can use the plugin <https://tools.google.com/dlpage/gaoptout?hl=en> Google has developed the Google Analytics Opt-out Browser Add-on. It provides website visitors more choice on how their data is collected by Google Analytics. The add-on communicates with the Google Analytics JavaScript (ga.js) to indicate that information about the website visit should not be sent to Google Analytics.

## **16. Consumer rights**

Chapters 2, 3.1 (only counterclaims), 3.2 and 8.7 (penalty breach ; PDA reserves de right to enforce their claims in any legal way) do not apply if the contractual partner is a consumer according to the Consumer Protection Law.