

## General terms and conditions (GTC) of "e-commerce monitoring GmbH" (short: e-monitoring or provider) as of November, 10<sup>th</sup> 2023

### Scope of the terms and conditions

The following General Terms and Conditions apply in the version valid at the time the service is provided for the business relationships between the provider and the customer in the distance selling, for transactions that come about electronically, as well as all other orders. The provider does not recognize any deviating conditions of the purchaser unless the provider has expressly agreed to their validity in writing.

### Information in accordance with the e-commerce law and the General Data Protection Regulation (GDPR)

Name of the person responsible (provider): **e-commerce monitoring GmbH**

Legal form of the person responsible: registered company based in Vienna

represented by: Dr. Hans G. Zeger, managing director

Place of jurisdiction Vienna, Commercial Court Vienna FN 224536 a

Office and visiting address: A-1020 Vienna, Wehlstraße 299 / Stiege 6 / EG 621

Billing address: A-1160 Vienna, Redtenbachergasse 20

Sales tax: ATU 54992708

Contact and complaint point, unless otherwise stated for individual order items:

Postal address and delivery address: A-1020 Vienna, Handelskai 388

Telephone: +43 (0) 1/5320944

Fax: +43 (0) 1/5320974

mail: info @ e monitoring.at

Supervisory body within the meaning of the GDPR: Austrian data protection authority <http://www.dsb.gv.at>

### Conclusion of contract

A contract between the provider and the customer comes about through an order from the customer and its acceptance by the provider. The order of the customer takes place

- (1) in writing or
- (2) by fax or
- (3) by submitting the fully completed order form provided on the Internet by the provider or
- (4) through suitable interfaces agreed between the customer and the provider or
- (5) by an email that contains all the necessary order data.

The provider accepts the order by sending an order confirmation by e-mail, fax or by sending the goods to the customer. The rejection of an order or the impossibility of providing the service will be notified immediately and any payments will be refunded.

The customer's attention is drawn to the fact that essential information about the provider is made available on the Internet. If the information mentioned in § 5c KSchG does not appear directly in connection with the offers, this information can be called up on the website <http://www.e-monitoring.at>. In the case of

consumer transactions, in addition to the information published on the Internet, the provider will send a written confirmation of the information specified in § 5c KSchG in good time during the performance of the contract, but at the latest upon delivery of the goods, unless this was given in writing when the contract was concluded. The written confirmation is equivalent to this on a permanent data carrier available to the consumer. Information about the consumer's right of withdrawal, the address of the provider's office responsible for complaints and complaints, information about customer service and the applicable guarantee conditions and notice periods are also transmitted.

### **Running time**

Unless otherwise agreed, the minimum contract duration for program, information and database usage rights and consulting agreements is one year. Unless otherwise agreed, the contract is extended by one year at a time, unless notice of termination is given in writing 1 month before the end of the contract year. Unless otherwise agreed, the billing is done quarterly, fixed costs are to be paid in advance, variable costs are billed in the actual amount in one of the following bills. The subsequent billing can also take place at a later point in time than the next quarterly invoice. The contract can be terminated by either side subject to the notice period.

### **Delivery & invoicing**

Delivery takes place according to agreement. If the specified delivery dates cannot be met (for technical reasons, for example), the customer will be informed electronically, by fax or by telephone and the expected new delivery date will be communicated. We reserve the right to make partial deliveries. Delivery is made to the delivery address specified by the customer. If the delivery address and company address of the customer differ, both details must be given at the time of the order.

Invoicing takes place in accordance with the information provided by the customer at the time of the order. Changes to the information or subsequent additions to the invoices (e.g. of order, project or order numbers) are at the expense of the customer and will be charged according to the expenditure, but at least EUR 20 + 20% VAT.

### **Resignation**

If the customer is a consumer within the meaning of the Consumer Protection Act, the customer has the option of returning or exchanging the ordered goods for a refund of the purchase price within 14 days of receiving the goods - for whatever reason (e.g. if they are not satisfied). The customer keeps this deadline by sending the goods to the supplier in due time. The returned goods must be unused, in perfect condition and in their original packaging. The costs and risks for the return are to be borne by the customer. Otherwise, Section 5g of the Consumer Protection Act (KSchG) applies to the processing of the withdrawal.

There is no right of withdrawal for contracts for goods and services according to §5f KSchG (these are in particular customer-specific certificates, goods, audio and video recordings, software)

### **Payment terms and shipping costs**

The customer is offered to pay cash on delivery, in special cases on open account. The shipping fee is 3 EUR. For cash on delivery items, there is an additional 3, - EUR cash on delivery fee. There are no shipping

and cash on delivery costs for orders of EUR 200 or more. Unless otherwise stated, all prices are final prices including the applicable VAT. For deliveries of goods, the prices at the time of the order apply.

The purchase price is due immediately when paying by credit card, when paying by cash on delivery when delivery is made by the postman, and when delivering on open account when the invoice is received. In the event of default in payment, 1% default interest per month is agreed. If the outstanding invoices are not paid even after a reminder, the provider is entitled to refrain from further deliveries and services until the outstanding debt has been paid. Compensation for the time of the loss of service (the reduced possibilities for use) is not due. The costs incurred can be offset for the activation of a blocked access.

All offers made by the provider are non-binding with regard to price, delivery options and delivery times.

### **Fringe benefits**

If services - of whatever kind - are provided and no specific fee has been agreed in advance, a flat rate of 100 EUR or an hourly rate of 200 EUR (in each case + VAT) will be charged. The customer can inquire about which service billing is used when using the service.

### **Duty amount**

In the case of deliveries of goods, the provider reserves the right to only ship in quantities that are customary for end users. In the event of an order that exceeds this quantity, the customer will be notified in advance.

### **Retention of title**

Goods remain the property of the provider until they have been paid for in full. In the event of default in payment, any right to use software, information and databases of the provider granted under these general terms and conditions or on the basis of the contract with the customer expires.

### **Warranty and liability**

The statutory warranty period is two years from delivery of the goods. Obvious defects must be reported in writing immediately (at the latest within 7 working days) after receipt of the goods. In the event of a warranty, the provider is entitled to remedy the defect, to deliver a replacement or to repay the purchase price. If the elimination of defects or a replacement delivery fails, the customer can withdraw from the contract. Any further claims by the customer, in particular claims for damages, are excluded unless the damage was caused intentionally or through gross negligence by the supplier.

### **Disclaimer of liability**

The provider determines information and data and creates software with great care and makes it available to the user. Information is provided without guarantee. The absolute completeness and correctness of data collections cannot be guaranteed despite the great care taken in compiling them. This applies in particular to information that has been researched in or via the Internet; in particular, no guarantee is given for the

correctness or functioning of URLs (website links) and e-mail addresses. Apart from a possible full or partial reimbursement of the order value, the provider is not liable for direct or indirect damage caused by non-execution of the order. Liability for consequential damage and lost profit, as well as the replacement of property damage within the meaning of Section 9 of the Product Liability Act is mutually excluded.

## **Additional information in accordance with the General Data Protection Regulation (GDPR) Art 13, 14**

### **Affected within the meaning of the GDPR:**

- [B1] customers
- [B2] Applicants for certification services
- [B3] Interested parties
- [B4] potential buyers

### **Purposes for which data are processed:**

- [Z1] Contract fulfillment
- [Z2] Fulfillment of statutory documentation obligations in connection with the trust services offered
- [Z3] Information to customers, interested parties and potential interested parties

### **Legal basis for processing:**

- [R1] REGULATION (EU) No. 910/2014 electronic identification and trust services for electronic transactions in the internal market ("eIDAS regulation")
- [R2] Trust Services Act (VDG) and Trust Services Ordinance (VDV)
- [R3] Commercial law
- [R4] Certificate Policy and Certificate Practice Statement (<https://globaltrust.eu/en/certificate-policy-2/>) and the standards, norms and other regulatory requirements on which these documents are based (these principles are fully described in the documents)

In the event of legal violations including default in payment, we reserve the right to take appropriate steps to pursue our legal interests within the meaning of Art. 6 Paragraph 1 lit f GDPR, including the transmission of necessary personal data to suitable representatives, assistants or authorities (including legal representatives, debt collection agencies).

In order to inform potential interested parties, we reserve the right to research information from public sources within the meaning of Art. 6 Paragraph 1 lit f GDPR, to purchase information from suitable providers and to evaluate information that became known to us in the course of orders or inquiries.

In the context of mail items, we reserve the right to transmit delivery data (name, address, other data required for correct delivery) to authorized deliverers within the meaning of Art. 6 Paragraph 1 lit f GDPR.

Data from customers of our certification services are disclosed in accordance with statutory provisions, our Certificate Policy and our Certificate Practice Statement (<https://globaltrust.eu/en/certificate-policy-2/>).

In the course of the audits that are mandatory due to our work, accredited auditors or supervisory bodies within the meaning of Art. 6 Paragraph 1 lit f GDPR have the opportunity to inspect customer data.

Any further transmission of personal data does not take place.

Data from the certification company are stored 35 years after the end of the validity of a certificate, data used to assess the economic situation at least for the duration of the statutory submission obligation (as of

2018: 7 completed financial years). Data that are required to maintain secure operations and for Business Continuity Management for the duration of the existence of the company or its legal successor. Data that are required to prove correct operation, in particular to fulfill accountability according to Art. 5 Paragraph 2 GDPR and the audit requirements, are stored for the duration of the existence of the company or its legal successor. Other data will be deleted as soon as they are no longer required or one of the other deletion requirements in accordance with Art. 17 GDPR apply. Data that are not directly required to fulfill the purposes described are (a) encrypted or (b) pseudonymized or (c) their processing options are restricted. Several of the measures (a) to (c) can also be carried out together.

Without prejudice to the rights set out in the Certificate Policy and Certificate Practice Statement, those affected have the following rights:

- Right to information within the meaning of Art. 15 GDPR
- Right to correction within the meaning of Art. 16 GDPR
- Right to deletion within the meaning of Art. 17 GDPR
- Right to restriction of processing within the meaning of Art. 18 GDPR
- Right to data transfer within the meaning of Art. 20 GDPR
- Right to object within the meaning of Art. 21 GDPR
- Right of revocation within the meaning of Art. 6 GDPR

These rights must be asserted against the company. The property of being a data subject within the meaning of the GDPR or the identity of the applicant must be suitably proven. If the data subject feels his data protection rights have been violated, he can lodge a complaint against our company with the data protection authority responsible for him. In the case of a data subject based outside the EU at the Austrian data protection authority.

Due to legal and other regulatory requirements in connection with certification services, an applicant must prove the correctness of all data given in the certificate. The person concerned must provide all relevant information. If this data is not disclosed or if it cannot be verified, a certification application will not be processed.

In addition, a data subject is contractually obliged to disclose all necessary data that require secure delivery and billing of the goods and services ordered. If the necessary data for order, delivery or billing is missing, the order will not be processed. A person concerned can disclose further data in order to better establish his interests and to provide further information. However, this information has no effect on the processing of an order.

In addition, a data subject is contractually obliged to disclose all necessary data that require secure delivery and billing of the goods and services ordered. If the necessary data for order, delivery or billing is missing, the order will not be processed. A person concerned can disclose further data in order to better establish his interests and to provide further information. However, this information has no effect on the processing of an order.

If an order is placed online, the information required by law or contract is marked.

**Processed data categories if the determination does not take place with the data subject:**

- Name and, if available, professional titles, academic titles and job titles
- Address and other delivery data
- Contact details of the person concerned
- Belonging to an organization (company, association, authority, other institution)
- If available, position and activity in this organization
- Interests related to the activity of the person responsible

- Up-to-dateness information including date of the first determination of the data, validity period of the data
- Contacts with the person concerned
- Source of the information obtained

### **Supplementary cookie & tracking information**

The provider does not use cookies or other tracking mechanisms that require consent, in particular to enable personalized advertising or third-party tracking mechanisms.

Session-related mechanisms are used to guarantee the correct language setting, correct ordering or correct website access during a session.

### **Signature provisions**

As far as products within the meaning of the eIDAS Signature Ordinance, the Trust Services Act and the Trust Services Ordinance in the currently valid version are sold, the customer acknowledges that special conditions can be agreed for the use of these products or that the supervisory authorities in accordance with the eIDAS Ordinance (in particular the Broadcasting and Telecom Regulatory Authority and the Telecommunications Control Commission) can be prescribed.

Among other things, keys (signatures) of natural persons (personal certificates) and of technical systems (servers and workstations, technical certificates) are certified. Furthermore, individual signature services such as time stamp services, document signatures, in particular the signature of electronic invoices, are operated.

The subscriber and user of GLOBALTRUST certification and signature services (user) expressly acknowledges that the legal requirements for the use of digital signatures are subject to ongoing changes over which the operator has no influence. The operator can therefore not give any guarantee or warranty about the future uses of certain certificates and signatures. The operator cannot compensate for costs and expenses incurred by the user as a result of such legal changes.

GLOBALTRUST certification and signature services are subject to specific certification policies in their use. The reference to the applicable policy is given in the certificate holder's issued certificate. An overview of the valid policies can be found at <https://globaltrust.eu/en/certificate-policy-2/>. The general terms and conditions of use only apply insofar as the applicable policy does not determine otherwise and does not contradict it.

According to the technical and legal requirements, anyone (in short: applicant) can apply for a certificate within the framework of GLOBALTRUST or just make it publicly available.

Signature creation data may only be used for personal certificates by the natural person to whom the certificate is issued. This also applies to certificates that are intended for use in a company or other organization. In this case, proof of power of representation must be provided. If the use takes place within the framework of special applications, for example within the framework of an accounting program, the applicant must prove that he alone controls and controls the technical process for the duration of the use of the signature. Appropriate evidence of the fact of sole control can be certification of the corresponding system (hardware, software, application) or confirmation by a suitable test facility that the present installation meets the requirements or by a declaration by the applicant that he actually decides on the use of the system alone. Additional documentation may be requested from GLOBALTRUST if required.

The identity check is carried out depending on the service used. GLOBALTRUST reserves the right to request additional evidence and / or declarations of identity if there is any doubt about the identity of the applicant. Suitable proof of identity are in particular:

**(a) For personal signature certifications**

Submission of a declaration of intent that a certain key is only used personally and that it is carefully stored in accordance with the GLOBALTRUST policies and the requirements of the eIDAS regulation and that it is not made available to third parties.

This declaration of intent must be submitted to a notary, a district court, an employee of GLOBALTRUST, an authorized contractual partner or another body named in the policies. If a specific personal certificate is to be used exclusively for a specific purpose in the name of an organization, proof must also be provided that one is authorized to act / represent this organization. The scope of the authorization and any restrictions, for example on the issuing of invoices, must be made known by means of a declaration.

**(b) For technical signature certifications**

Proof that the applicant is authorized to use a certain technical system. As far as the technical system by a DNS name acc. RFC 1591 can be identified, it is sufficient to prove the agreement between the applicant and the domain owner or to submit a declaration that a certain DNS name is authorized to dispose of. In the case of other technical systems (servers), a declaration by the applicant that he is authorized to dispose of the system is sufficient. Proof of the applicant organization is provided - depending on the material basis - by checking the application data against the commercial register and / or entries in the relevant chamber and / or registration data in the data processing register and / or the entries in the register of associations. In the case of other organizations, in particular corporations established by law, it is sufficient to state the legal basis on which the organization operates. If private individuals apply for a technical certificate, proof of identity must be provided by presenting a personal document and confirmation of registration. The submission can also be made in writing (letter) or by fax. If foreign organizations and persons apply for certificates, the comparable national confirmation offices are used to verify identity.

Unless expressly stated otherwise in the policies, certificates are issued for a maximum of the duration of the root certificate above. During this time, the applicant can use the certificate and use it to perform signatures, encryptions or other services permitted by the certificate. After the certificate has expired, signatures remain valid for an indefinite period.

The period of validity of a certificate ends prematurely as soon as the applicant, other authorized bodies or the operator revokes the certificate. Signatures issued before the revocation date remain valid.

Validly issued signatures only lose their validity if the signature algorithm on which the certificate is based is no longer technically secure and can be imitated by third parties. In this case, all holders of valid certificates will be informed by GLOBALTRUST.

If this is technically feasible and legally permissible, certificate holders can use GLOBALTRUST certificates to carry out certification themselves. To do this, you have to refer to the present General Conditions of Use and Operation of GLOBALTRUST and, in particular, when verifying your identity, you must not use any weaker test criteria than those described in these Conditions of Use and Operation. If the certification service is not only used in your own organization, the reporting and registration obligations in accordance with eIDAS to be observed.

GLOBALTRUST maintains online information services from which interested persons can determine the existence or validity of certificates of certain persons. The online information services are based on X.509v3 (format), LDAP (administration) and SSL (data transfer). GLOBALTRUST offers application-specific additional information services.

As part of the information service, the name, address and area of activity are published for each applicant. Depending on the requirements of the certification service, it may also be necessary to publish further personal data.

GLOBALTRUST maintains revocation and blocking services for the certification services offered. The applicant is obliged to revoke the validity of his certificate if the prerequisites for the issuing of a certificate are no longer met, the applicant cannot or can no longer dispose of the certificate alone or if other reasons justify the assumption that unauthorized persons could use the certificate .

The revocation can be made electronically (online form), by telephone, in writing, by fax, by e-mail or in any other form. If the identity of the revocator does not clearly match the applicant, a so-called "provisional" block takes place and the applicant is informed of the blocking request. He has three working days to confirm or remove this blocking request.

A password procedure and a challenge-response procedure are introduced for the online withdrawal request to secure the identity of the person withdrawing the consent.

When the final (irreversible) revocation takes effect, the term agreement of the certificate expires. Follow-up certificates cannot be issued. A new certificate must be applied for.

GLOBALTRUST reserves the right to withdraw at its own discretion if there is reason to believe that data has been used illegally or if the applicant has not announced changes to the certification requirements or has not announced them in due time.

A reimbursement of costs for certificates revoked by the signatory or certificates revoked by GLOBALTRUST due to illegal use is not due. If GLOBALTRUST certificates are wrongly or inadvertently revoked, the applicant will be issued a new certificate free of charge for the duration of the original certification application. Further reimbursement of costs is excluded.

Keys that are created using procedures that are no longer to be regarded as secure in accordance with the Signature Ordinance or in accordance with the decision of the supervisory body or recognized standardization bodies will be revoked by GLOBALTRUST.

GLOBALTRUST reserves the right to revoke keys even if the procedures used are still generally accepted, but are no longer secure based on internal knowledge.

If the revocation occurs before the expiry of the contractually agreed validity period of the certificate, the signatory is entitled to the issue of an equivalent certificate produced using a secure procedure for the duration of the contractually agreed remaining term. No other compensation or cost reimbursement is provided.

A block (revocation) of certificates also takes place if the certificate is not paid for on time or the agreement on which the certificate is based (e.g. memberships, service packages or bundles) is canceled or not paid for. A service fee will be charged for the activation of a blocked certificate - if technically possible. The current service fee can be obtained from support.



The operator is liable for the safe operation of the certification service in accordance with eIDAS. Any further liability is expressly excluded. The operator expressly assumes no liability for any restrictions in the technical or statutory application possibilities of a certificate.

The costs of the certification services are published online by the operator and the responsible sales and cooperation partner. With regard to orders via sales and cooperation partners, additional terms and conditions of the respective sales partner can be agreed.

## Copyright

Copyright, database use: The customer recognizes that the information, programs and databases provided are copyrightable and protected in all their parts, and that all copyrights, other ancillary copyrights or other rights protected by law belong to the provider. Information provided or information retrieved via the database is used exclusively for the personal use of the customer (internal use by the ordering organization).

Any use going beyond this must be expressly agreed in writing. All address and database-related information and data sets contain control data sets (max. 1% of the related data sets) to check the lawful use. In the event of unauthorized disclosure or publication of information, the customer will be charged 10 times his purchase costs, but at least EUR 2,000. This does not affect the compensation payment in the amount of the damage incurred. The unauthorized use of all address and database-related information is considered proven if unauthorized use of the control data can be determined.

The right to use the provider's database (s) for proper retrieval excludes the right to reproduce, distribute, broadcast or publicly reproduce the entire database or a substantial part of it in terms of type or scope. Repeated systematic duplication, distribution, broadcasting and public reproduction of insignificant parts are equivalent to such unauthorized exploitation if this action is contrary to the normal exploitation of the database or if it unreasonably affects the legitimate interests of the provider. The use of the database to carry out an information service or an information service that is offered as an ancillary service in the context of other economic activity is considered contrary to the normal use of the database and unreasonably impairing the legitimate interests of the database manufacturer. The use of the database to provide telephone and online information is expressly prohibited.

The systematic construction of your own databases and the general integration of the data in your own databases is only permitted for your own marketing activities (own mailings). In any case, the commercial use of supplemented (updated) databases in this way outside of own purposes, mailings on behalf of or for the benefit of third parties, is not permitted. Regarding the use of e-mail addresses for marketing purposes, reference is expressly made to the provision in Section 107 TKG 2003.

## Technical regulations

Systems of the customer, such as mail or web servers, workstations, which can impair the operation of the provider or their databases and information systems, entitle the provider to exclude (block) these systems. In this case, there is no compensation for the lost availability. Additional expenses for troubleshooting and rectification will be charged on the basis of the hourly rate for system analysis / consultation. When using the provider services via the Internet, the customer undertakes to comply with the applicable RFCs (Requests for Comments).

## **Place of jurisdiction | applicable law**

Austrian law applies, in particular the special regulations for computer programs and databases in accordance with §§ 40a-e and 76c-e UrhG. The place of jurisdiction for both parts is Vienna, provided the licensee is a consumer, its general place of jurisdiction. If a provision of the contract should be ineffective or unenforceable, this does not affect the effectiveness or enforceability of the remaining provisions. In this case, the ineffective or unenforceable provision will be replaced by an effective and enforceable provision that comes as close as possible to the purpose of the provision to be replaced. This applies accordingly to loopholes in the contract. The purchaser (customer) declares legally binding for the processing of this transaction in accordance with to be entitled under Austrian law.

## **Other**

Unless expressly stated otherwise, the prices include statutory VAT. All prices in EURO (EUR). Unless otherwise stated, each offer is valid for 1 month.

## **Changes to the terms and conditions**

Changes to the terms and conditions will be announced in writing and via the provider website at [www.e-monitoring.at](http://www.e-monitoring.at) and will become effective. If a customer does not agree to these changes, he can terminate in writing with immediate effect. There is no right of termination for mere changes in the provider's contact details. The changed terms and conditions are deemed to have been agreed if the customer does not cancel within 14 days of delivery or publication.

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