

# Terms and Conditions

## Scope

These General Terms and Conditions apply to the use of Green Board Company services and products. They apply in addition to the respective contract documents (service descriptions, service level agreement, contract documents, etc.).

## Billing and Terms of Payment

- **Billing**

Billing shall be carried out by Green Board Company in accordance with the terms and conditions agreed in the contract documents.

- **Terms of payment**

The bill shall be paid by the date indicated on it or in the contract documents or within the stated payment period. Up to expiry of the payment period customers may lodge an objection to this bill in writing, stating their reasons. Failure to do so shall be regarded as the customers' acceptance of the bill.

- **Payment default**

If the customers have neither settled the bill nor raised any well-justified objections in writing by the date indicated or within the payment period, Green Board Company may suspend the provision of all services without further notification, take other measures to prevent losses and cancel the contract without notice or compensation. Green Board Company may charge to cover reminder fees. The customers shall bear any other costs incurred by Green Board Company as a result of a payment default. This also applies where payment is made via direct debit.

## Services

The content and scope of the services are specified by the contract documents. Green Board Company shall ensure careful provision of the services agreed with customers as set out in the contract. Green Board Company shall endeavor to maintain a high level of availability of its infrastructure such as networks, products, etc. but cannot rule out the occurrence of interruptions and faults. Green Board Company reserves the right at any time to perform maintenance work that may lead to service interruptions. Green Board Company may subcontract its contractual obligations to third parties at any time.

## Prices

The prices to be paid by customers for services and products are set out in the contract documents. If Green Board Company lowers the prices, it may adjust any hitherto applicable discounts.

## Confidentiality

Both parties shall treat in strict confidence all information that is not publicly known or generally accessible. This shall be subject to the statutory obligations to disclose information. Green Board Company may use confidential information within the company and accordingly warrants that such information is treated confidentially.

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## Responsibility of Customers

Customers shall be responsible for the content of all transmitted or processed on their behalf by Green Board Company or made available by them to third parties. Green Board Company accepts no responsibility for such content or for information received by customers or transmitted or made available by third parties. Customers are obliged to take all reasonable and appropriate steps to prevent damage to Green Board Company. Any additional obligations of customers are set out in the contract documents.

Where Green Board Company believes there is reason to suspect illegal use of the services and products, where this is reported by the competent authorities or where this has been established by law, Green Board Company may enjoin the customers to ensure lawful use in accordance with the contract, withdraw its service without prior notification or compensation, terminate the contract without notice or compensation and claim damages where appropriate. Green Board Company may also take these measures where it has reason to believe that customers are in breach of or will breach the contract or they have provided false or incomplete information with respect to the conclusion of the contract. If Green Board Company terminates the contract for one of the aforementioned reasons, the customers remain, where applicable, liable to pay beyond the premature termination of the contract in accordance with the provisions set out in the contract documents.

Customers are responsible for all use of the services and products, even where these are used by unauthorized third parties, and shall be liable to pay any outstanding amounts.

## Customer Data

Green Board Company shall adhere to the legislation in force regarding the treatment of data. Green Board Company shall only collect, store and edit data in order to meet its contractual obligations, maintain customer relations, safeguard a high level of service quality, ensure reliable operation and infrastructure, and to provide billing.

Customers consent to Green Board Company obtaining information about them or passing on data regarding their payment performance for the purpose of conclusion and execution of the contract. Customers also consent to Green Board Company using their data to structure and develop their services and tailored offerings and to the use of their data for the same purposes throughout any authorized Green Board Company parties. Where a service is provided jointly by Green Board Company and a third party or where customers receive services from third parties on Green Board Company infrastructure, Green Board Company may pass on data about the customers to third parties insofar as this is necessary for the provision of such services or is used to collect payment.

Green Board Company shall take measures to protect its infrastructure from intrusion by third parties. However, it is not possible to guarantee total protection from unauthorized access or eavesdropping. Green Board Company cannot be held liable for such intrusions.

## Force majeure

Green Board Company shall not be liable if service provision is temporarily interrupted, temporarily restricted or impossible as a result of force majeure. Force majeure shall be deemed to include natural events of special intensity (avalanche, flooding, etc.), hostilities, terrorism, strikes, unforeseen government restrictions, power failure, and virus attack.

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## Intellectual Property

For the duration of the contract, customers shall have the non-transferable and non-exclusive right to use the services and products. All rights to existing intellectual property or intellectual property arising from the fulfilment of the contract with respect to Green Board Company services and products are reserved by Green Board Company or authorized third parties.

## Severability

If individual provisions in the contract documents become invalid (contract document, General Terms and Conditions, service description, service level agreements where applicable), this shall not affect the validity of the remaining provisions. If necessary, the parties shall reach an agreement that comes closest to the invalid provision from a business standpoint.

## Amendments to the contract

Green Board Company reserves the right to amend its services, products, prices thereof and these General Terms and Conditions at any time. Green Board Company shall notify customers of any amendments in an appropriate manner. In case of a contractually agreed minimum term, customers have the right to terminate the contract prematurely upon entry into force of the amendments to the contract without any financial repercussions. Unless the contract is terminated in writing, the amendments to the contract shall be deemed approved by the customers.

## Entry into force, duration and termination of contract

Unless otherwise stipulated in the contract documents, the contract shall be valid for an unlimited period. It may be terminated in writing by either party at any time, subject to a 30-day notice period.

If a minimum contract term has been agreed and the customer terminates the contract before the minimum term has expired, the customer shall be liable to pay Green Board Company the balance outstanding for the remainder of the contract duration, unless agreed otherwise in the contract documents.

Green Board Company may terminate the contract at any time without notice or payment of compensation in the event of serious infringement of the contract by customers.

## Transfer of rights and obligations

Customers may not transfer any rights and obligations arising out of this contract to third parties without the prior consent of Green Board Company.

Green Board Company may transfer the rights and obligations arising out of this contract to any of its authorized parties.