



Service Terms / AGB

Below is a revised version of your AGB for B-wareness, incorporating the suggested improvements for clarity, accessibility, EU/GDPR compliance, and dispute resolution. All placeholders for URLs and contact details are left in brackets for you to fill in later. This draft supports B2B services under Austrian law and is suitable for cross-border business.

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These Service Terms (Allgemeine Geschäftsbedingungen, “AGB”) govern the provision of services by B-wareness (“Provider”) to business clients (“Client”) under Austrian law.

1. Scope and Definitions

- **Scope:** These AGB apply to all services described in proposals, order forms, or Statements of Work (“SoW”). In case of conflict: Signed SoW/proposal → these AGB → ancillary documents, unless otherwise stated in the SoW.
- **Definitions:** Key terms (“SoW”, “deliverables”, “confidential information”, etc.) are provided in the attached Definitions Appendix.

2. Client Obligations

- The Client provides timely information, access, and decisions needed for service delivery, and ensures their materials do not infringe third-party rights.
- Delays or added work due to missing inputs may result in adjusted timelines and/or fees.



3. Fees, Invoicing, Taxes

- Fees and payment terms are defined in the SoW or offer; prices are exclusive of applicable taxes and duties unless expressly stated.
- For cross-border EU clients, VAT rules, including the reverse-charge mechanism, apply as required by law.
- Invoices are payable within the stated terms. Late payments may incur statutory interest and service suspension after prior written/email warning [minimum 7 days].

4. Changes

- Either party may request changes. Agreed changes (documented in writing or email) may result in modified fees/timelines.

5. Intellectual Property & Licenses

- Each party retains rights to its own background IP.
- Upon full payment, the Client receives a non-exclusive, non-transferable license to deliverables for internal business use, unless otherwise specified.
- Third-party IP/license terms apply where relevant.

6. Confidentiality

- Both parties treat each other's Confidential Information as secret, using it solely for the contract purpose and restricting internal access.
- Obligations last 5 years after contract end or as long as required for trade secrets.



7. Data Protection (GDPR)

- Data processing in service delivery and communications follows the Provider's Privacy Policy ([insert URL]) and Austrian/EU data protection law.
- When acting as processor, the parties will execute a GDPR Article 28 Data Processing Agreement ("DPA").
- For assessments, only basic (non-sensitive) personal data is collected unless contractually specified; any health data requires strict prior agreement and enhanced GDPR safeguards.
- The AGB and relevant documents are available in German and English, or a summary in English is provided on request.

8. Warranties

- Services are delivered with professional skill and care per industry standards as specified in the SoW. Statutory rights remain.

9. Liability

- Each party's liability is limited to fees paid/payable for services in the 12 months before the event giving rise to a claim, except where the law prohibits limitation.
- No liability for indirect or consequential losses except where required by law.
- No limitations/exclusions apply in case of willful misconduct, gross negligence, death, or personal injury.

10. Term, Suspension, Termination

- The term/milestones are set in the SoW. Either party may terminate for material breach (uncured within 14 days after notice).
- Services may be suspended for unpaid invoices after 7 days' prior written/email notice.
- Either party can terminate for insolvency. Client pays for services performed till the effective termination date. Licenses conditioned on payment may be suspended until settlement.

11. Force Majeure

- Neither party is liable for delay/failure due to uncontrollable events (e.g., strike, government act, outage). Timelines will be reasonably extended with prompt notice.

12. Subcontracting and Assignment

- Provider may use qualified subcontractors, remaining responsible for its obligations.
- Assignment requires consent (not to be unreasonably withheld), except for group affiliates or successor in case of merger/sale.

13. Notices

- Notices must be sent to contacts identified in the SoW or as updated in writing. An email is valid if allowed by law.

14. Consumers

- These AGB are for B2B use. If inadvertently used with a consumer client, mandatory consumer protection rights apply and are not waived.



15. Governing Law, Jurisdiction, Dispute Resolution

- Austrian law applies; venue is the competent courts of Vienna, subject to mandatory consumer protections.
- Optionally, the parties may attempt to resolve disputes by [mediation/arbitration in Vienna] before litigation.

16. Agreement, Severability, Updates

- These AGB and SoW together form the contract. If a provision is invalid, it is replaced with one nearest in intent; the rest remain effective.
- Updates to these AGB will be notified to clients [reasonable notice period] and become effective unless objected to before new services commence.

17. Incorporation and Accessibility

- A clear reference and hyperlink to the current AGB (accessible, downloadable, printable prior to acceptance) are provided in all contracts/proposals.

18. Meetings, Materials, Recordings

- Meeting content, shared documents, and recordings are Confidential Information. Recordings require prior explicit consent and compliance with the law.

19. Data Processing Agreement (DPA)

- DPA, where needed, includes GDPR Article 28(3) requirements: processing only by instruction, confidentiality, security, sub-processor controls, assistance with data subject rights, breach notification, return/deletion of data, and audit controls. International transfers rely on EU Standard Contractual Clauses as required.



20. Publicity and References

- With minimal consent, Provider may list Client's name/logo as a client reference. Use in case studies/marketing requires specific written approval.

Appendix: Definitions

- SoW: Statement of Work, defining deliverables, scope, fees, timelines.
- Deliverables: Work products created for the Client.
- Confidential Information: All non-public business, financial, technical, or personal data received in confidence.