

1. Scope and Delivery

1.1. These General Terms and Conditions of Responsive Spaces GmbH (hereinafter referred to as RS) apply to all deliveries and services provided by RS to the contractual partner. They also apply to future transactions, even if not explicitly referred to.

1.2. In addition to RS's General Terms and Conditions, the General Terms and Conditions of the Austrian Association for Data Processing in their current version shall apply subsidiarily.

1.3. RS's obligations are exclusively determined by the scope and content of an order accepted by RS or a written order confirmation issued by RS and these General Terms and Conditions in the relevant sections appropriate to the nature of the order.

2. Prices and Payment

2.1. Unless otherwise agreed in the order, the prices stated in the offer or the order form shall apply. Statutory VAT is added to the prices.

2.2. Payments are due immediately upon receipt of the invoice without deductions unless otherwise agreed. RS assumes no liability for any non-approved funding or subsidies.

2.3. Compliance with the agreed payment deadlines is a key condition for RS to render its services. In case of payment default, RS is entitled to charge all resulting costs and expenses, including fees for collection agencies or attorneys, and standard bank interest for late payments.

2.4. Furthermore, in the event of payment default, RS is entitled to suspend services under service contracts—following written notice to the contracting partner—until full payment is received, or to terminate the contractual relationship with immediate effect.

2.5. Offsetting claims against RS or withholding payments due to alleged but unrecognized defects is not permitted.

2.6. RS reserves the right to terminate service or other continuing obligations by written or electronic notice with one month's notice.

2.7. The client is responsible for keeping all billing-related data (e.g., address changes) up to date.

3. Miscellaneous Provisions

3.1. All communications and declarations concerning this contractual relationship must be in writing and considered valid only if not disputed by the recipient.

3.2. RS may, at its own risk, subcontract other companies to fulfill obligations under this contract.

4. Copyright/Usage Rights/Ownership/Delivery of Creative Work Data

4.1. Copyright and Usage Rights for Creative Services
Designs, graphics, animations, etc., may not be altered or reproduced without RS's explicit consent. Any full or partial imitation is prohibited.

RS grants the client the usage rights required for the agreed purpose. Unless otherwise agreed, only simple (non-exclusive) rights are granted. Even if exclusive rights are granted, RS retains the right to use its work for self-promotion.

Transferring usage rights to third parties requires a written agreement. Rights are transferred only after full payment. RS has the right to be credited as the creator on all copies.

4.2. Ownership, Return Obligation

Ownership rights are not transferred; only usage rights are granted. Originals must be returned undamaged within three months unless otherwise agreed.

4.3. Data Delivery

RS is not obligated to provide data carriers, files, or source code unless agreed in writing and paid separately. RS is not liable

(except in cases of intent or gross negligence) for defects in data carriers or files, especially those caused during data import on the client's systems. Shipping is at the client's risk and expense. Upon acceptance, the client assumes responsibility for correctness of content.

RS does not guarantee legal admissibility or trademark eligibility of its designs.

Complaints must be submitted in writing within two weeks; otherwise, the work is deemed accepted and defect-free.

5. Software Delivery Terms

5.1. By ordering licensed third-party software, the client acknowledges awareness of the license scope.

5.2. No warranty is provided for software classified as "Public Domain" or "Shareware." Users must observe the respective licensing terms.

5.3. For custom software developed by RS, the scope is defined by a signed performance description. Delivery includes executable code and documentation. Ownership remains with RS.

5.4. RS only guarantees third-party software to the extent that the third party provides a warranty to RS.

5.5. Software redistribution or temporary transfer to third parties is strictly prohibited.

6. Service Provisions

6.1. Use of RS services by third parties or resale requires RS's written consent.

6.2. The client must comply with internet etiquette ("Netiquette"). RS may terminate the contract immediately if repeated complaints are received. Time spent handling such complaints will be charged.

6.3. Clients must keep passwords confidential and are liable for damages resulting from breaches.

6.4. RS operates its services with maximum care and reliability but does not guarantee uninterrupted access, connection establishment, or data preservation.

6.5. The contracting partner of RS is expressly informed of the provisions of the Pornography Act, BGBl 1950/97 as amended, the Prohibition Act of May 8, 1945, StGBI 13 as amended, and the relevant provisions of the Criminal Code, according to which the transmission, dissemination, and display of certain content is subject to legal restrictions.

The contracting partner undertakes to comply with these legal provisions and assumes sole responsibility towards RS for ensuring such compliance.

Furthermore, the contracting partner agrees to indemnify RS against any damage arising from the data they disseminate, particularly in the event of private prosecutions for defamation, insult, or damage to credit (§ 111, 115, 152 StGB), as well as proceedings under the Media Act, the Copyright Act, or for civil claims of defamation and/or damage to credit (§ 1330 ABGB).

6.6. For services involving third-party hardware/software, RS performs as technically feasible but does not guarantee full functionality.

6.7. Liability for consequential damages, lost profits, and property damages under §9 of the Product Liability Act is excluded.

7. Internet Domain Reservation and Registration

7.1. RS cannot guarantee that a domain appearing available at the time of search will still be available at the time of registration.

7.2. RS is not liable for technical issues, delays, or errors during registration that result in domain acquisition by others.