

General Terms of Essential Code GmbH

Essential Code GmbH

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For businesses only (B2B)

1. Scope and conclusion of contract

1.1. Essential Code GmbH, "Essential Code", works exclusively with businesses (B2B). These terms apply to all its services to businesses, the "Client". Essential Code does not enter into contracts with consumers within the meaning of the Austrian Consumer Protection Act (KSchG). By placing an order, the Client confirms that it acts as a business and not as a consumer.

1.2. A contract is concluded when both parties sign an offer, an order confirmation or an agreement, or when the Client accepts a written offer of Essential Code in writing. Email is sufficient. Offers are non-binding until accepted.

1.3. These terms apply only if they were sent to the Client and agreed before the contract was concluded.

1.4. The Client's purchasing terms or other terms do not apply, even if they are attached to or referenced in a purchase order. A purchase order number only serves to allocate invoices.

2. Order of precedence

2.1. If contract documents contradict each other, this order applies: first the individual agreement, such as the offer, order confirmation or signed agreement, including any special conditions; then the service description in the appendix; then these terms.

2.2. Section 13 takes precedence over all other provisions in matters of processing personal data on behalf of the Client.

3. Services and the Client's cooperation

3.1. The type and scope of the services follow from the individual agreement and the service description. Ongoing work as a Fractional Marketing Engineer follows the appendix "Fractional Marketing Engineer".

3.2. Essential Code performs the services with the care of a diligent business and according to the state of the art. Essential Code decides which staff perform the services and may use subcontractors, for whom it is liable as for its own staff.

3.3. The Client provides in good time and at its own cost what the services need: information, content, access to systems and accounts, decisions and a contact person. Delays and extra effort caused by missing, late or incorrect input from the Client are not Essential Code's responsibility.

3.4. If the Client removes access that a service needs, the obligation to perform that service is suspended until access is restored. The obligation to pay remains.

3.5. The Client checks the content it provides or specifies for its legal permissibility, in particular under competition, trademark, copyright and data protection law. Essential Code points out obvious legal problems it notices.

3.6. Essential Code builds to a high standard of accessibility and does everything it reasonably can to meet it. Full conformance with accessibility requirements, such as the Austrian Accessibility Act, EN 301 549 or WCAG, is only guaranteed if it is expressly agreed and part of the project scope.

4. Dates

4.1. Dates and response times that Essential Code gives are targets. They are binding only if expressly agreed as binding, such as a committed go-live date under clause 11.1.

4.2. If Essential Code misses a binding date through its own fault, the Client may withdraw from the affected individual order after a written grace period of at least 14 days. Clause 11.1 applies first where it covers the case.

4.3. Events outside Essential Code's control, such as natural events, war, acts of authorities, strikes and failures of third-party power, telecommunications or cloud services, release Essential Code from its obligation to perform for as long as they last.

5. Prices and payment

5.1. All prices are in euro, net, plus the statutory VAT.

5.2. Invoices are payable within 14 days of the invoice date without deduction. Monthly fees are invoiced monthly in advance unless agreed otherwise.

5.3. Late payments bear the statutory default interest for business transactions under § 456 UGB. If a payment has not arrived after a written reminder with a grace period of 14 days, Essential Code may suspend the services until payment and, after a further 14 days, terminate the contract.

5.4. The Client may not withhold payments because of warranty claims or complaints, and may only set off claims that Essential Code has acknowledged or that a court has confirmed.

5.5. Travel costs are charged only for work on site that the Client asks for and that is agreed in advance.

5.6. Essential Code may change monthly list prices for future months with at least 60 days' written notice. The Client may then terminate with effect from the date of the change. The agreed price of a prepaid fixed term does not change.

6. Term and termination

6.1. Term, notice periods and the treatment of prepaid fees follow from the individual agreement and the appendix.

6.2. Fees paid in advance are not refunded, whatever the reason the contract ends, unless these terms or the individual agreement expressly provide a refund.

6.3. On any termination, Essential Code hands over within 14 days what the Client needs to keep running under section 8, including the hosting under clause 8.3, and removes its own access to the Client's systems.

7. Usage rights

7.1. On full payment of the fee for a service, Essential Code grants the Client an exclusive right of use, a Werknutzungsrecht under § 24 UrhG, unlimited in time, territory and content, transferable and sublicensable, for all types of use, in all work results that Essential Code creates individually for the Client, in particular source code, components, configurations, designs, graphics, texts and documentation. This includes the right to edit and translate the work results and to have third parties develop them further.

7.2. Until full payment, the Client may use the work results within the contract. This permission ends if the contract is terminated because the Client is late in paying.

7.3. Tools, libraries, templates and building blocks that Essential Code created independently of the order or uses for several clients remain Essential Code's property. Where they become part of work results, the Client receives a non-exclusive, perpetual, royalty-free right, transferable with the work results, to the extent needed to use, change and further develop them.

7.4. Open source software and third-party software are governed solely by their own licences. Essential Code transfers no rights in them.

7.5. Essential Code may continue to use general knowledge and approaches that do not rely on the Client's confidential information.

7.6. Essential Code ensures that it holds the rights under clause 7.1 in the contributions of its staff and subcontractors.

8. Source code, hosting, accounts and data

8.1. Essential Code keeps the source code and documentation of the work results in its own repository and mirrors them continuously into a repository of the Client as a fork. The Client owns the code and has the rights under section 7, wherever the code is stored.

8.2. Accounts with third-party providers, such as the content management system (CMS), the customer relationship management system (CRM), analytics and the domain, are in the Client's name. The Client contracts with these providers and bears their costs unless agreed otherwise.

8.3. Where agreed, Essential Code runs the hosting of the Client's website on its own account. Essential Code transfers the hosting project to an account of the Client on request and at the end of the engagement, in a way that keeps the website running. Hosting costs follow the individual agreement.

8.4. Essential Code works with its own user accounts, which the Client can remove at any time, subject to clause 3.4. Essential Code hands over access data to the Client's systems at any time on request.

8.5. The Client's data remains the Client's data. Essential Code uses it only to perform the contract.

9. Warranty

9.1. Essential Code warrants that the work results match the service description.

9.2. The Client reports defects without undue delay after discovering them, in text form, with a description that can be followed.

9.3. Essential Code remedies defects first by repair within a reasonable time. Only if repair fails or is impossible may the Client ask for a price reduction or, for a defect that is not minor, terminate the contract.

9.4. The warranty period is six months from handover, which is the provision for acceptance or the publication on the live system, whichever comes first. Claims become time-barred three months after the warranty period ends. The presumption of defectiveness under § 924 ABGB is excluded.

9.5. There is no warranty for defects caused by changes made by the Client or third parties, by the Client's specifications or content, by changes to third-party systems such as updates to CMS, CRM or browsers, or by use contrary to the documentation.

9.6. The guarantees in section 11 apply in addition to this warranty.

10. Liability

10.1. Essential Code is not liable for damage caused by slight negligence, except for personal injury.

10.2. For gross negligence, Essential Code's total liability is limited to the net fees the Client paid to Essential Code in the twelve months before the event that caused the damage.

10.3. These limits do not apply to intent, extreme gross negligence, personal injury, or where the law mandatorily excludes a limit.

10.4. Essential Code is liable for lost profit, consequential damage, business interruption and third-party claims only for intent or extreme gross negligence. For loss of data, Essential Code is liable only for the effort of restoring it from a proper backup made by the Client, unless backups are an agreed service of Essential Code.

10.5. Damage claims become time-barred one year after the Client learns of the damage and the party causing it, and at the latest under the statutory periods.

10.6. These rules also apply to the personal liability of Essential Code's staff, managing directors and subcontractors.

10.7. The guarantees in section 11 are obligations to repair, to work for free or to refund. They do not extend liability for damages beyond this section.

10.8. Essential Code holds the insurances required for its services.

11. Guarantees

The guarantees in this section apply only to one-time software development projects at a fixed price. They do not apply to the Fractional Marketing Engineer plans or other ongoing monthly services.

11.1. Go-live guarantee. For a project with a go-live date that Essential Code commits to in writing at its start: if Essential Code misses the date through its own fault, it works for free until the site is live, and for every week of delay the Client also receives one free month of its monthly plan, or of the Momentum plan if it has none. Delays caused by the Client or by events under clause 4.3 do not count.

11.2. Bug-free guarantee. If something breaks and the fault lies in work that Essential Code delivered and that neither the Client nor a third party has changed since, Essential Code fixes it at no extra cost, for as long as the site is live. This continues after the contract ends. Clause 9.5 applies accordingly.

11.3. 30-day money-back guarantee. If the Client is not satisfied within the first 30 days of a contract, it receives a full refund of the fees paid for that contract, without giving reasons, and everything built until then stays the Client's with the rights under section 7. The Client claims

the refund in text form within the 30 days, the contract then ends, and the refund is paid within 14 days.

12. Confidentiality

12.1. Each party treats the other party's business secrets and all information marked as or recognisably confidential as confidential and uses it only for the contract, also after the contract ends.

12.2. This does not apply to information that is publicly known, that the recipient knew before or received from a third party without a duty of confidentiality, that it developed independently, or that it must disclose by order of an authority or a court.

12.3. Staff and subcontractors of Essential Code bound by an equivalent duty are not third parties.

13. Data processing on behalf of the client (Art. 28 GDPR)

13.1. Roles and subject. Where Essential Code processes personal data on behalf of the Client, the Client is the controller and Essential Code the processor. The subject of the processing is the technical maintenance, development and, where agreed, hosting of the Client's website and the marketing systems connected to it, as described in the individual agreement and the appendix.

13.2. Duration. The processing lasts as long as the contract.

13.3. Nature and purpose. Essential Code hosts and operates the website where agreed, and accesses personal data only as far as the services require, for example when a visitor's request passes through the hosting, when testing a form, checking that a lead reaches the CRM, or fixing a tracking, consent or integration error. Essential Code does not use the data for its own purposes.

13.4. Types of data. Technical data of website visitors such as IP address, request, device and browser data; consent records of website visitors; data that visitors enter in forms while it passes through the website; business contact data of the Client's staff and agencies. Essential Code does not intend to process special categories of personal data and tells the Client if it finds such data.

13.5. Data subjects. Website visitors, prospects and leads, and the Client's staff and agency contacts.

13.6. Rights of the Client. The Client gives instructions and may check compliance as set out in this section.

13.7. Essential Code as processor:

- a. processes personal data only on documented instructions from the Client, including with regard to transfers to a third country, unless Union or Austrian law requires otherwise, in which case it informs the Client before processing unless that law prohibits it. The contract and requests through the agreed channels count as documented instructions. When a change affects visitor data, consent or a new tracking vendor, Essential Code explains what is sent where before it goes live, and the Client decides;
- b. ensures that the persons it authorises to process the data are under the statutory duty of data secrecy under § 6 DSG, informs them of the instructions that apply and of the consequences of a breach, and keeps them bound after their work ends;
- c. takes all measures required under Art. 32 GDPR, in particular: access to third-party services only through a credential vault or an installed integration, secrets kept in a password manager and never printed or shared, its own personal user accounts in the Client's tools, all code under version control, every change through staging and automated tests before release, staging excluded from search engines, and every deployment tagged so that a previous version can be restored;
- d. engages sub-processors only under clause 13.8;
- e. assists the Client, as far as possible given the nature of the processing, in answering requests from data subjects under Chapter III GDPR, and forwards any such request it receives by mistake without delay;
- f. assists the Client in meeting its obligations under Art. 32 to 36 GDPR, and notifies the Client of a personal data breach without undue delay and in any case within 48 hours after becoming aware of it;
- g. at the Client's choice, deletes or returns all personal data at the end of the services and deletes existing copies, unless Union or Austrian law requires storage;
- h. makes available all information needed to demonstrate compliance and allows for and contributes to audits, including inspections, by the Client or an auditor it mandates, announced at least two weeks in advance, each party bearing its own costs.

Essential Code informs the Client without delay if, in its opinion, an instruction infringes data protection law. It informs the Client of any official order to hand over the Client's data, where legally allowed. It keeps a record of processing under Art. 30 para. 2 GDPR.

13.8. Sub-processors. The Client gives general written authorisation to engage the sub-processors listed below. Essential Code informs the Client in text form at least 30 days in advance of any addition or replacement. The Client may object within 14 days for an important data protection reason, and if the parties cannot agree, either may terminate the affected services. Essential Code imposes the same data protection obligations on each sub-processor by contract and remains fully liable for them. Processing outside the EU or EEA

takes place only under Chapter V GDPR, such as an adequacy decision or the Commission's standard contractual clauses. Services the Client contracts directly, and software that Essential Code runs itself, are not sub-processors.

Sub-processor	Purpose
Vercel	Production hosting of websites run on Essential Code's account
Bunny.net	Staging hosting, content delivery, and the database for consent records
GitHub	Code repository and container registry
Buddy	Build and deployment pipeline
Google Workspace	Email
Linear	Task tracking
Anthropic, Cursor, OpenAI, Cognition	AI-assisted software development

14. Final provisions

14.1. Changes to the contract must be in writing. Email is sufficient. Work requests through the agreed channels are not contract changes.

14.2. Austrian law applies, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods.

14.3. The court with subject-matter jurisdiction in St. Pölten, Austria, has exclusive jurisdiction.

14.4. If a provision is invalid, the others remain valid, and the invalid one is replaced by a valid provision closest to its economic purpose.