

# General Terms and Conditions of PLANFRED GmbH

## 1. Software as a service contract

Welcome to Planfred, the browser-based application for plan exchange, documentation of plan delivery deadlines, and automatic plan creation. The contract partners are the operators of the websites “www.planfred.com”, “app.planfred.com”, “blog.planfred.com”, and “demo.planfred.com”, on the one hand, i.e. die PLANFRED GmbH, Billrothstrasse 29 / Top 6, 1190 Vienna, Austria (referred to as “We” or “Planfred” in the following) and the user on the other (project owners and/or project participants) as commercial customer, who is not a consumer within the context of the Austrian Consumer Protection Act KSchG (“You” or “User”).

**Upon registration of a user account or acceptance of a project participant invitation for access to and use of Planfred, the user declares their binding consent to the following general terms and conditions (T&Cs).**

Violation of the contract’s points may lead to closure of your user account. In particular, using Planfred prohibits irresponsible and illegal activities, and you agree and you agree that we may not be able to be made responsible for such activities and their consequences.

## 2. Object of the contract

1. Planfred provides internet-based software-as-a-service (“SaaS”) in the area of cloud storage for plan data.
2. Planfred runs on highly modern distributed computing systems, in which case a permanent backup takes place in real time, and maximum failure security and availability are also ensured. The project data are saved exclusively on servers in the EU (Amsterdam, Netherlands/Dublin, Ireland).
3. The object of the contract is especially a) provision of software-as-a-service (SaaS) “Planfred” for use via the internet. b) The user shall receive the non-exclusive right for the use period and contract period to access the software functions via the internet. The user shall not receive rights that go beyond this. c) Saving data that was provided by the user for the agreed duration.

## 3. Provision of the software

1. We shall provide you the Planfred software for the duration of this contract, in the version paid for by you, and featuring the most current scope. Provision takes place on a server that is available to you as a user via the Internet.
2. The functionality of Planfred is checked by us continuously. All software errors are corrected according to the capacity of technical and design possibilities within appropriate periods of time. A software error of this kind is present if indicated functions are not fulfilled, lead to incorrect results, or make use of Planfred impossible.
3. We develop and improve Planfred continuously.
4. The functionality of the software can only be ensured for internet browsers in the current and the former version. Internet Explorer older than version 11 is explicitly excluded from the guarantee. Support for Microsoft Internet Explorer and Edge versions shall also be maintained for as long as Microsoft itself provides official service.

## 4. Service and prices

1. Planfred offers versions that are able to be modified in terms of their scope based on continuous development. The type and scope of the contractual services from the functions of the respective version of Planfred.

2. Registration for the test version of Planfred is free; costs are only incurred after ordering one of the packages. Use of the test version is subject to these T&Cs.
3. A Planfred package version is a fee-based service; the current price of the version ordered by you is indicated at [www.planfred.com](http://www.planfred.com), where you will begin your order.
4. Fair use within the context of unlimited storage space refers to a maximum space capacity of one thousand gigabytes.

## **5. Use conditions - responsibilities and duties of the users**

1. You must be at least 18 years old to register with Planfred. You must be a natural person or a company entered into the company registry, but certainly a business person within the context of KSchG: Registration using “bots” or similar automated methods is prohibited. Registration is completed by entering your e-mail address, first name, last name, company name, and your choice of password.
2. Registration with temporary e-mail addresses is not permitted; you must register with a permanent e-mail address.
3. We are entitled to reject registration of user account without indication of reasons.
4. During the registration process and when adjusting your settings in Planfred, provide all required information carefully and in the valid form to complete the registration process and use Planfred in the correct manner.
5. Every registration and every user account applies only to one user and to collect the data of a building project. The collective use of a single user account for multiple companies or transferring your user to third parties, for a fee or free of charge, shall not be permitted.
6. You are responsible for the creation, safe provision, and secrecy of your access data (especially the password). If you lose your access data and this results in access and manipulation by third parties, we shall not be held liable.
7. You are responsible for entering, maintaining, and correct use of all data that is entered into Planfred by you or persons attributable to you, e.g. project participants, and you must ensure that this data is free of viruses, Trojan horses, and other malicious elements before it is entered into Planfred. Only you shall be responsible for possible detriments in case this condition is violated (see item 10 Guarantee/liability/damage compensation)).
8. In spite of all technical and administrative measures, Planfred shall not be liable for loss of data. To be able to rule out loss of data, you have the option to export all data yourself at regular intervals. Furthermore, you are obligated to create a complete data export in due time prior to terminating the contract (please also see item 10 Guarantee/liability/damage compensation).
9. If you use a test version of Planfred, then your usage options may be subject to certain limitations (which are defined when ordering a test account).
10. You may only use Planfred within the scope of the contractual object (see item 2. Object of the contract) and according to the scope of these T&Cs and the applicable laws. In particular, you must observe the Data Protection Act of 2000 in the respective applicable version (DSG) and the regulations for protecting intellectual property.
11. Editing or reproducing or reselling Planfred SaaS or parts thereof and saving and installing the software on data storage devices is prohibited; only temporarily loading the software into RAM without creating copies is excepted (backup copies).
12. We are entitled to block your access to Planfred immediately if there is a reasonable suspicion that your user account is being abused or in a manner that violates the law or used in a way that violates contractual obligations, especially if Planfred is used by third parties, or if you violate Planfred’s copyright. In this case, you shall be explicitly obligated to indemnify us from all claims.
13. If your access to Planfred is blocked, we shall notify you immediately about the block and the reasons for this. A possible block involving your access will be lifted as soon as suspicion of illegal use or illegal data is excluded.
14. In case of use contrary to the contract by third parties, the user must also provide Planfred all information necessary to enforce claims against those third parties, especially the names and

addresses, and to indicate the type and scope of their existing claims against third parties due to unauthorised program access immediately.

15. You shall be obligated to use at least one form of the communication channels provided by us (different forms of communication). We use these communication methods to inform you about changes, innovations, redevelopments, etc. at given times. We do this via blog articles, publications in releases, via Facebook and Twitter, and at irregular intervals in our newsletter. You shall be responsible for obtaining the information that is provided. We would also like to you to direct your questions, remarks, problems, etc. to [support@planfred.com](mailto:support@planfred.com), which enables you to participate in the development and design Planfred. We are committed to maintaining a respectful relationship with our users at Planfred, which means that we appreciate and consider all forms of communication and participation.

## **6. Security aspects**

1. Planfred is redundant, which mean there is a continuous backup.
2. Planfred ensures optimal protection against CSRF (Cross Site Request Forgery).
3. Planfred is only able to be reached via a secure, certified download connection (https).

## **7. Data backup**

1. We provide you storage space on a server to save your data.
2. It is our responsibility that your saved data is able to be accessed at Planfred via the internet.
3. We are committed to taking corresponding precautions against possible data loss. However, possible data loss cannot be ruled out during use of the test versions of Planfred in particular. To secure against data loss, the operator creates a backup copy of the database at least twice per day. The files are stored on Amazon S3 Standard (AWS S3 storage class with maximum data security and redundancy).
4. You are obligated to export the data entered by you at least monthly using the options provided by Planfred, and to create a complete data export prior to expiry of your respective version (also see item 10 Guarantee/liability/damage compensation)
5. You obligate yourself not to save any data that violate the provisions of this contract, as well as any applicable laws.
6. The permission to all of your data shall of course remain yours. We shall be obligated never to provide your data third parties, provided we are not obligated to do so due to legal provisions. You have the right to demand release or complete deletion of your data at any time. Your data shall be released via transmission in electronic form (e.g. download link via e-mail). We are explicitly not obligated to provide you software for further use of the transmitted data.

## **8. Remuneration**

1. A one-time amount must be paid for each Planfred package (monthly or yearly), which enables use of this package during the agreed period (month or year). The contract period shall extend automatically up to the time of termination. Use of a package extending beyond this may be provided to you free of charge if possible, but for no longer than two months. You shall be obligated to export your plan data according to 5.8 and item 7.4.
2. After ordering Planfred, you shall be obligated to pay the respective monthly or yearly fee plus the legally required sales tax and any possible other expenses. The respective prices of the package versions are indicated at [www.planfred.com](http://www.planfred.com).
3. Before transferring the fee, you will receive an invoice that will make payment possible via bank transfer or direct debit.
4. If payment is not made or is reversed, then we shall be entitled to block your access to the respective version immediately.

## 9. Availability & customer service

1. Planfred is essentially always available via an existing internet connection. This shall not exclude times during which the server is not able to be reached due to technical or other problems that are not within the scope of influence of Planfred (force majeure, third-party responsibility, etc.). Accordingly, you shall be informed in advance about maintenance work.
2. Under some circumstances, Planfred may not be reached if contractually stipulated adaptations or discovery and correction of malfunctions require a temporary interruption to provision for technical and design reasons. Planfred shall be entitled to interrupt availability of the software as the result of other technical requirements. We shall inform you in good time regarding foreseeable interruptions and the availability of Planfred (at least 24 hours in advance). If correction of errors is not possible within one workday after notification of the error, we shall inform you by e-mail and indicate to you what timeframe we recommend to correct the error, when Planfred shall be available again, and how you may possibly work around the problem in the meantime.
3. The availability and usability of Planfred is monitored permanently.
4. Contact via e-mail or the support form (in-app) shall be processed during office hours (on workdays from Monday to Thursday from 9 am to 5 pm and Fridays from 9 am – 5 pm). Telephone and premium support shall be provided during these office times.
5. Planfred shall not be liable for occasional server outages, loss of data (provided no other agreement has been made), correct functionality of individual programs, or transfer faults from the server to the user.
6. We note that a notification that a plan has been downloaded does not explicitly confirm that the plan has actually been downloaded, especially since this status may be indicated once the download process has started, but the download may not proceed or complete successfully for reasons that we are not responsible for. For this reason, liability on behalf of Planfred is explicitly ruled out.

## 10. Guarantee/liability/damage compensation

1. We ensure functionality and usability of Planfred according to the scope of item 9 Availability & customer service during the duration of the contract.
2. Planfred shall be liable for all damages according to the following items only: a) In case of intentionally caused damages, Planfred shall be liable according to legal regulations. b) In case of gross negligence, the liability of Planfred shall be limited to ten times the price of the cheapest annual price versus all damaged parties with a maximum amount of EUR 10,000.00, provided no enforceable laws specify otherwise. If the overall damages exceed the maximum limit, claims to compensation of the individual damaged parties shall be proportionate. c) In case of light negligence, liability on behalf of Planfred shall be excluded. Planfred's liability shall therefore be limited to those cases that were caused intentionally or due to rough negligence, whereby the user shall be responsible for providing proof of the damage. If the reasons and amounts have not been previously acknowledged by Planfred in writing, all damage claims must be enforced by a court of law within a year from when the damage occurred, or claims shall expire.
3. Planfred shall not be liable for lost profits, financial losses, lost earnings, frustrated expense, lost savings, immaterial damages, indirect damages, and subsequent damages due to defects, damages resulting from third-party claims, data loss and damages that result due to force majeure or strikes. Planfred shall not be liable for actions and inaction on behalf of third parties, especially in case of project participants. Planfred shall not be liable for use of the integrated e-mail delivery system in case transfer errors or similar occur. In any case, liability for data loss shall be excluded, provided you have not fulfilled your obligations to export the data as per items 5.8 and 7.4.
4. You are obligated to keep your data and those of people attributable to you, e.g. project participants, free from viruses, Trojan horses, or other malicious components before storing them with Planfred. If damaging data impair or damage Planfred or the server on which these

data are saved or cause other damage, then we reserve the right to take legal steps and submit damage claims. If damaging or malicious data or other damage cause damage or other detriments to third parties, Planfred shall not be responsible for this, but rather the user, exclusively.

5. In case of item 4 and in case Planfred should be made responsible by third parties for any legal violations caused by you, then you shall be obligated to release Planfred for from all detriments and damages resulting from this.
6. Our own guarantee obligations require fulfillment of contractual obligations by the user. Any defects that occur must be indicated in writing, otherwise claims shall be void. The Presumption Rule Section 924 ABGB shall be explicitly ruled out. The user must always prove that the defects were present at the time of transfer. In case of a guarantee claim, improvement shall always have priority over a price reduction of conversion. In case of justified complaints about defects, defects shall be corrected in an appropriate manner, although the user shall permit all required examination and troubleshooting measures. Substitute replacement is not included in our guarantee, and Planfred shall also not accept any costs of this kind.

## **11. Contract completion, period, termination, and cancellation**

1. Each user may request and use a single test version one time. Multiple use of test accounts by a user shall not be permitted. The contract for using a test version of Planfred is completed for a duration of 30 days. Use of a test version is subject to certain limitations. During use of a test version of Planfred, we cannot guarantee all aspects with regard to provision, availability, and functionality of Planfred or data security and availability of our customer service.
2. The fee-based contract to use a version of Planfred is completed upon ordering for a duration of one month or one year (depending on the invoice interval selected during ordering), beginning with the day of ordering. Ordinary termination is excluded.
3. Early cancellation of an existing contract for important reasons shall remain for each of the contractual parties (for you and for us). Returning funds for an ordered package is not possible. In particular, an important reason for cancelling a contract with Planfred includes failure to make a payment in spite of two reminders, negligent or intentional violation of data protection laws or civil and or penal provisions (also vis-a-vis third parties), culpable actions involving copyright, name rights, or other intellectual property rights, or on suspicion of use within the scope of criminal, legal, and/or immoral and ethically questionable activities.
4. Provision and deletion of data: Following expiry of the contract, we shall no longer be obligated to provide you access or to store and backup the data entered by you. If possible, we may provide you an additional period of two months to access your data following the ending of the 2nd calendar month as a gesture of good will and without any legal obligation or guarantee. Before deletion of data, we shall notify you in good time in advance so that you have the option to back up your data yourself.

## **12. Data protection and confidentiality**

1. Registration and use of a Planfred test version required submission of personal data. You must register by entering your e-mail address, first name, last name, company name, and your choice of password.
2. After registering a monthly version and within the scope of the transaction, we collect and process the following data from you within the following required scope: First and last name, title, address, e-mail address, information about the type and contents of our contractual relationship, and other personal data, which you must provide to us to complete the contract or during the contractual relationship: e.g. account information provided by you. All personal data shall be treated strictly confidentially.
3. The parties shall observe the respectively applicable data protection regulations, in particular those applicable in Austria.
4. If the user collects, processes or uses the personal data of third parties, he is responsible for

ensuring that he is entitled to do so in accordance with the applicable provisions of data protection law, and indemnifies Planfred against claims of third parties in the event of a breach.

5. Planfred provides a sample contract for order data processing, which can be requested and completed by the customer at any time.

### **13. Changes and additions to the T&Cs**

1. No other agreements have been made in addition to this contract (oral or written). If other agreements exist prior to completing this agreement, they shall be void following completion of this contract. The user's general terms and conditions shall not become a component of the contract, even if these order requests, orders, acceptance declarations, etc. are included and are not explicitly rejected. Our T&Cs shall also apply to future business transactions.
2. We reserve the right to make changes and amendments to this contract, e.g. adjustments to altered legal framework conditions or to integrate new services. All developments and adaptations of Planfred, e.g. new functions, resources, etc., shall be subject to the respective applicable T&Cs.
3. Changes and amendments to this contract must be made in writing, or they shall not be legally valid (in electronic form, e.g. as an e-mail). The changes shall become effective if they are not disputed in writing within a period of 14 days (receipt). We shall indicate changes to our T&Cs to you along with your right to dispute them via e-mail. If no dispute is submitted, we shall in any case consider your continued use of Planfred to be your consent to these change. The current T&Cs may be viewed at any time at [www.planfred.com/impressum-agb-gmbh.html](http://www.planfred.com/impressum-agb-gmbh.html).
4. If you dispute the changes to the T&Cs, you may use a previously purchased monthly version to its end, and provided they apply technically, the last T&Cs accepted by you shall remain valid. Nevertheless, we reserve the right not to complete a contract with for the new monthly version.

### **14. Contact and notifications**

PLANFRED GmbH, Billrothstrasse 29 / Top 6, 1190 Vienna, E-mail: [support@planfred.com](mailto:support@planfred.com)  
Web: [www.planfred.com](http://www.planfred.com) Planfred is operated by Maximilian Schmid, Hannes Nimmerfall, Bernd Koller, and Martina Schmid. Company register court: Vienna commercial court, company register number 478624 i

1. All notifications must be directed in writing in electronic form to e-mail address indicated during registration and shall therefore satisfy the written requirement.
2. The contractual parties shall be obligated to inform each other immediately regarding any changes to e-mail addresses. If this is neglected, notifications to the last-known indicated e-mail address shall be considered valid and legally applicable.
3. If you have any questions or remarks about Planfred, or if you would like to indicate any errors to us, you may reach us [support@planfred.com](mailto:support@planfred.com), and we'll try to answer all of your inquiries thoroughly and within an appropriate time.

### **15. Severability clause**

If individual provisions of these T&Cs are invalid or become so, then the validity of the remaining provisions shall not be affected by this. The contractual parties hereby obligate themselves to agree to a replacement provision in accordance with the understanding of honest contractual parties that matches the commercial effect of the invalid provision as closely as possible and is conventional in this industry.

### **16. Place of fulfillment and jurisdiction**

The place of fulfillment shall be the headquarters of PLANFRED GmbH at Billrothstrasse 29 / Top 6 in 1190 Vienna, Austria. The jurisdiction for all legal disputes resulting from the contractual relationship or future contracts between the contractual parties shall be agreed to be the court responsible for disputes involving commercial law at the headquarters of PLANFRED GmbH in Vienna.

## **17. Miscellaneous**

1. The contract and all derived rights, obligations, and claims shall be subject to Austrian material law, excluding its law rules. The applicability of UN sales law is hereby explicitly excluded.
2. A third party within the context of use of this term according to this contract shall include any natural or legal person who differs from the contractual partners within the legal sense.
3. All rights to images, copyright, and brand rights involving the contents of all proprietary websites at \*.planfred.com (e.g. graphics, sounds, text, databases, moving images) and the copy right to the Planfred SaaS shall remain property of Planfred. All utilisation, reproduction, and distribution or processing of the contents and software and/or use of brands and other contents not explicitly permitted by these T&Cs and without explicit permission from Planfred shall not be permitted.

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