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General terms and conditions

Emporiant e.U. · for business customers · November 2026 · convenience translation, the German version is binding

Version: November 2026 · Convenience translation. The German version is legally binding.

1. Scope

1.1 These General Terms and Conditions (“Terms”) of Emporiant e.U., owner Anto Markunovic, Wielandgasse 4/4a, 8010 Graz, FN 664514b (“Emporiant”), in the version valid at the time the contract is concluded, apply to all offers, contracts and services of Emporiant towards business customers within the meaning of § 1 KSchG. They also apply to all future transactions without further reference.

1.2 Emporiant provides services in performance marketing (Growth Operating System), business software, AI automation and AI systems (e.g. IRIDIUM), and multimedia production (graphic design, photo, video).

1.3 Conflicting or deviating terms of the customer apply only if Emporiant has expressly agreed to them in writing. By placing an order or accepting an offer, the customer agrees to these Terms.

1.4 Amendments and additions require written form; email is sufficient. This also applies to any waiver of this form requirement. The customer may assign rights and obligations under the contract only with Emporiant’s prior written consent.

1.5 Consumer transactions are not intended. If a contract is nevertheless concluded with a consumer, mandatory consumer protection law takes precedence over these Terms.

2. Contract language

The contract language is German. Versions of these Terms in other languages are for information only; the German version is authoritative.

3. Offer and conclusion of contract

3.1 Offers from Emporiant are non-binding. A contract is formed by written order confirmation (including email or the client portal), by the customer’s acceptance of an offer, or by the actual start of work.

3.2 Statements on the website, in brochures, price lists or presentations are non-binding unless expressly made part of the contract. Cost estimates are non-binding.

3.3 The scope of services follows from the order confirmation or offer. Services beyond it (change and additional requests) are billed separately by effort at the agreed hourly rates.

4. Performance, customer cooperation, subcontractors

4.1 Emporiant performs its services with due care and to the state of the art. A specific business result (e.g. reach, enquiries, sales, revenue, ROAS) is not owed unless expressly guaranteed in writing.

4.2 The customer provides all information, materials, access and approvals needed for the services on time, completely and truthfully, and promptly reports changes to its data (name, address, email, billing details). Until the notice is received, declarations and invoices are deemed received if sent to the last known address. Delays caused by missing cooperation extend agreed deadlines accordingly.

4.2a The customer is responsible for ensuring that the content it provides (texts, images, videos, trademarks, data) does not infringe third-party rights and complies with the law and the rules of the platforms used. The customer indemnifies Emporiant against all claims in this respect.

4.3 Emporiant may use third parties (subcontractors, production partners) to perform its services, in particular medianto.at (marketing agency in Austria) for design, production and creative work. The customer remains exclusively Emporiant's contracting party.

4.4 Advertising platforms and third-party providers (e.g. Meta, Google) decide independently on approvals, restrictions, delivery and prices. Emporiant has no influence on this and is not liable for measures or changes by these providers. Unless agreed otherwise, advertising budgets are paid by the customer directly to the platform and are not included in Emporiant's fee.

5. Packages, term and termination

5.1 Growth OS packages are billed monthly. The Starter package is a one-time 90-day package. The minimum terms are: Visibility 60 days, Acquisition 90 days, Scale 90 days, each from the start of the contract.

5.2 After the minimum term, the package continues for an indefinite period and either party may terminate it in writing (email is sufficient) with 30 days' notice to the end of a calendar month. Ordinary termination during the minimum term is excluded. The right to terminate for good cause remains unaffected.

5.3 Additional commitments (e.g. a performance guarantee in the Scale package) apply only to the extent described in the order confirmation and under the conditions stated there.

5.4 The number of places available per package is limited; there is no entitlement to admission.

6. Prices, payment, default

6.1 All prices are stated in euros. Emporiant is a small business within the meaning of § 6 (1) no. 27 UStG; value added tax is not shown. If Emporiant leaves this scheme, the agreed prices increase by statutory VAT unless otherwise agreed. Packaging, transport and shipping costs, third-party costs (e.g. licences, stock material, printing, hosting) and expenses are billed separately by effort.

6.2 Unless agreed otherwise, invoices are payable within 14 days of the invoice date without deduction. Recurring fees are billed monthly in advance. A cash discount is granted only if expressly agreed. Payment is made by bank transfer to the account stated on the invoice.

6.3 In case of default, default interest of 9.2 percentage points above the base rate and a flat fee of EUR 40.00 for collection costs are charged. Further statutory claims remain unaffected. In case of default, Emporiant may withhold further services until payment is made in full.

6.4 The customer may set off its own claims only against undisputed or finally established claims. For invoices without VAT in cross-border business, the customer must provide its VAT ID.

7. Deadlines, acceptance and approvals

7.1 Delivery and completion dates are non-binding unless expressly agreed in writing as binding. Claims for delay are excluded in cases of slight negligence.

7.2 The customer must review work results (drafts, texts, videos, software, campaigns) within 7 days of delivery and approve them or object with a specific description. If there is no response, they are deemed accepted. Use of a work result, in particular publishing a campaign, always counts as acceptance.

7.3 Content approvals by the customer release Emporiant from responsibility for the content the customer has approved, in particular regarding the accuracy and legal admissibility of advertising claims.

8. Rights of use and copyright

8.1 All copyrights and other protective rights in concepts, drafts, texts, graphics, photos, videos, software, templates and methods remain with Emporiant or the respective author.

8.2 Upon full payment, the customer receives the non-exclusive right, unlimited in time and territory, to use the work results for the agreed purpose in its own business. Passing them on to third parties, editing outside the contract purpose, and handing over source code or open files require a separate agreement. Emporiant's reusable components, libraries and tools remain Emporiant's property.

8.3 Until full payment, work results may not be published or exploited.

8.4 Emporiant may name and show the work created and the customer's name as a reference (website, portfolio, presentations), unless the customer objects in writing and no confidential information is disclosed.

9. Hardware and delivery (e.g. IRIDIUM)

9.1 Hardware is delivered to the delivery address given by the customer within the European Union. The risk of accidental loss and accidental deterioration passes to the customer as soon as the goods are handed to the carrier or made available for collection. Transport damage must be reported in writing without delay.

9.2 The goods remain Emporiant's property until paid in full (including ancillary charges). Until then the customer may neither pledge them nor transfer them as security, and must report access by third parties without delay.

9.3 If the customer does not accept the goods, it bears the costs of the failed delivery; Emporiant may withdraw from the contract after setting a reasonable grace period.

10. Warranty

10.1 The customer must inspect services and goods without delay. Defects must be reported in writing with a precise description within 14 days of receipt or discovery; otherwise the delivery is deemed approved and warranty claims are excluded (§ 377 UGB).

10.2 The warranty period is six months from acceptance or delivery. Emporiant remedies defects at its choice by repair or replacement. The presumption that a defect existed at handover (§ 924 ABGB) is excluded. Recourse under § 933b ABGB is excluded.

10.3 There is no warranty for defects caused by interference by the customer or third parties, improper use, faulty customer specifications or changes on third-party platforms. If a manufacturer gives a guarantee, its guarantee terms apply in addition.

11. Liability

11.1 Emporiant is liable only for damage caused intentionally or by gross negligence. Liability for slight negligence is excluded, except for personal injury.

11.2 Liability is limited in amount to the order value of the contract concerned and, for ongoing packages, to the fees paid in the last three months. Liability for consequential damage, indirect damage, lost profit, loss of data and pure financial loss is excluded to the extent permitted by law.

11.3 Claims for damages expire six months after the customer learns of the damage and the party responsible, and in any case three years after the event causing the damage. Claims under the Product Liability Act (PHG) are governed by the statutory provisions; recourse under § 12 PHG is excluded unless the defect lies within Emporiant's sphere and was caused at least by gross negligence.

11.4 The customer is responsible for backing up its own data. Results produced with the help of AI must be checked by the customer before use; Emporiant does not warrant the accuracy of AI-generated content.

12. Confidentiality and data protection

12.1 Both parties keep the other side's confidential information confidential and use it only to perform the contract. This duty continues after the contract ends.

12.2 Emporiant processes personal data in accordance with the privacy policy. Where Emporiant processes personal data on behalf of the customer, a data processing agreement under Art. 28 GDPR is concluded on request.

13. Force majeure

Force majeure and other unforeseeable obstacles (in particular operational and traffic disruptions, outages of platforms, hosting or internet providers, delays by suppliers, official measures, illness) release Emporiant from its duty to perform for the duration of the obstacle, without any right to a price reduction or damages.

14. Partner program

Partners who refer clients are additionally bound by the partner program and the payout guidelines stated there. Partners act independently and for their own account, are not representatives of Emporiant, and have no claim to commission for periods in which the referred client does not pay.

15. Governing law, jurisdiction, place of performance

Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. The competent court in Graz has exclusive jurisdiction for all disputes. The place of performance is Graz.

16. Final provisions

If individual provisions of these Terms are invalid, the remaining provisions stay valid. The invalid provision is to be replaced by an economically equivalent permitted provision. Emporiant may amend these Terms with effect for future contracts; for existing contracts, the version valid at conclusion applies.