General Terms and Conditions

MathTime GmbH

Version from 31.01.2023

A. SCOPE OF APPLICATION

1. These general terms and conditions apply to all contractual relationships between the customer and the company:

MathTime GmbH,

Keinergasse 8/15, 1030 Vienna

Managing Director: Emil Simeonov

Company Register Number FN 572176 k, Commercial Court Vienna (hereinafter "MathTime")

2. All deliveries (orders of goods) and services (courses) provided by MathTime are based only on the following General Terms and Conditions in the version valid at the time of the respective conclusion of the contract.

3. Consumers that fall under the Consumer Protection Law and these General Terms and Conditions are natural persons or legal entities that are not entrepreneurs.

4. Individual agreements have priority over these General Terms and Conditions. Deviating, conflicting, or supplementary General Terms and Conditions shall not become part of the contract unless their validity is expressly agreed.

B. PROVISIONS REGARDING THE USE OF COURSES

1. Registrations: Registrations will be considered in the order in which they are received. MathTime accepts registrations for its events in writing (via email or registration form).

2. Conditions of Attendance: The conditions for participation in events are announced in the respective event program and must be fulfilled by the participant. The right to attend an event cannot be transferred to third parties. For participation in online formats and logging on to platforms, registration under the official name is required, among other things, for correct frequency recording.

3. Event location/event type: In-person event: Studentenhaus Türkenstraße 3, 1090 Vienna or online event: Zoom.

4. Fee: The fee is to be paid before the event starts, otherwise participation in the event is excluded. Payment is to be made by bank transfer to the account stated in the invoice. The invoice will be sent by e-mail after registration. Discounts cannot be deducted. Partial payments can only be agreed upon before the start of the event. In case of a later entry into an event, a reduction of the event fee is not provided; the same applies to an early exit.

5. Picture, video, and sound recordings: The creation of pictures, video, and sound recordings of the learning material, of the lecture, or of persons during the events in-person and online by the participants is prohibited without exception.

6 Changes in the event program or the type of event (in-person, online events), event cancellation:

6.1 Due to the long-term planning, changes in the program and the type of event are possible for organizational reasons. Likewise, the holding of events depends on a minimum number of participants. MathTime, therefore, reserves the right to make changes to course days, start times, dates, event locations, event types (in-person, online events), consulting dates, trainers, as well as possible event cancellations. Participants will be informed in a timely and appropriate manner. If an event is canceled due to the illness of the trainer or other unforeseen events, there is no entitlement to reimbursement for (parts of) the event. Compensation for expenses incurred and other claims for damages due to changes are not to be derived from this against MathTime. The same applies to changes of dates or schedules that become necessary at short notice and to changes in the type of event.

6.2 If an entire event series must to be canceled, a deduction-free refund of event fees already paid will be made. The refund will be made by bank transfer to an account specified in writing by the participant. For scripts and working documents that have not been returned, the refund will be reduced accordingly.

6.3 In the case of cancellation of individual events from a series of MathTime events, replacement dates will be offered. If replacement dates are not possible, an aliquot refund of the regular event price will be made. The cancellation of individual events does not affect the agreed execution of the remaining event series.

7. Cancellation conditions: Cancellations of booked events can only be accepted by e-mail. The cancellation becomes effective on the day of receipt by MathTime. The following cancellation conditions apply:

- Cancellations before the 3rd teaching unit: free of charge

- Cancellations after the 3rd teaching unit: Cancellation fee amounts to 100% of the paid event amount.

8. price advantages (e.g., by booking a series of events) will be reversed in case of cancellation of individual events.

C. PROVISIONS CONCERNING THE SALE OF GOODS

1. The product presentations in the online store allow customers to submit a purchase offer. These are only an invitation to conclude a contract and are not a binding acceptance of the order. The contract with the customer is not concluded until the ordered goods are shipped. The submission of a purchase offer by the customer is done by placing items in the shopping cart, entering delivery and payment details and an e-mail address to receive instructions on the right of return and the text of the contract, checking the accuracy of this information in the control overview and finally confirming the order submission. The customer is informed in each case about the receipt of an order and about the dispatch of the commodity (confirmation of order) to the indicated email address.

2. Should order confirmations contain typing or printing errors or should the presentation and determination of the product prices be based on technical transmission errors, MathTime is entitled to contest the order. In the context of the contestation, MathTime must prove its error to the customer. Payments already made by the customer will be refunded.

3. Goodwill payments by MathTime do not justify any claims for the future.

4. Prices:

4.1 The prices stated on the product pages of the online store www.math-time.eu include the statutory value-added tax and other price components and do not include any shipping costs.

4.2 After an update of the internet pages, all previous prices and other information about goods become invalid.

4.3 Information current at the time of the order of the goods by the customer is decisive.

5. Delivery conditions and unavailability proviso:

5.1 If not all ordered products are in stock, MathTime is entitled to make partial deliveries of products at its own expense.

5.2 If the ordered product is not available because it is economically impossible for MathTime to procure this product through no fault of its own or due to force majeure (e.g., blackout, war, strike, civil unrest), MathTime has the option to withdraw from a concluded purchase contract. In this case, MathTime will inform the customer immediately. MathTime will reimburse the customer for any payments already made.

6. Right of withdrawal for consumers:

Consumers have a right to withdraw from the contract within 14 days (§ 11 Distance and Foreign Transactions Act (FAGG)). Consumers that fall under the Consumer Protection Act are natural persons or legal entities that are not entrepreneurs.

CANCELLATION POLICY

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must send us

MathTime Ltd.

Keinergasse 8/15, 1030 Vienna

Phone: 0664 6192546

e-mail: office@math-time.eu

your decision to revoke this contract by means of a clear declaration (e.g. an email or letter sent by post). You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notice of the right to withdraw before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the

time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

The customer must avoid damage and contamination of the ordered products, which may occur on the return shipment of the products, through the use of appropriate packaging. If, after receiving the goods, the customer realizes that he wants to use his right of withdrawal, he is obliged not to use the respective goods. The legal exclusion of the right of withdrawal for certain categories of goods remains unaffected.

7. Transport damages: If goods are delivered with immediately recognizable and therefore obvious transport damages, the customer is obligated to report such defects to the deliverer and to subsequently inform MathTime about this circumstance.

8. Reservation of proprietary rights: Ordered goods remain the property of MathTime until the purchase price has been paid in full.

9 Warranty: Statutory warranty provisions apply. For contracts with consumers, the warranty period is 2 years from the delivery of the goods. For entrepreneurs, the warranty period is limited to one year from the transfer of risk.

D. COMMON PROVISIONS

1. Liability:

1.1 MathTime is only liable for intent and gross negligence. Insofar as an attributable breach of duty is based on simple negligence and an essential contractual duty (duties, the fulfillment of which is a prerequisite for the proper execution of the contract, the breach of which endangers the achievement of the purpose of the contract and the observance of which the customer regularly relies on) is culpably breached, MathTime's liability for damages shall be limited to the foreseeable damage that typically occurs in comparable cases. In the event of injury to life, body, or health, MathTime shall be liable in accordance with the statutory provisions.

1.2 Liability according to the provisions of the Product Liability Act remains unaffected.

1.3 Liability for personal injury shall be unlimited.

2 General provisions, place of jurisdiction, and choice of law:

2.1 Should any provision of these General Terms and Conditions be invalid, the remainder of the contract shall remain valid. The relevant statutory provisions shall apply in place of the invalid provision.

2.2 Austrian law shall apply to the conclusion and execution of all contracts. In the case of consumers, however, this shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the EU state in which the customer has his habitual residence.

2.3 For contractual relationships with entrepreneurs, the place of jurisdiction shall be the Commercial Court of Vienna, central 1st District.

2.4 The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

Cancellation Form

(If you want to cancel the contract, please fill out this form and send it back via email or post.)

To: MathTime, GmbH, Keinergasse 8/15, 1030 Wien, office@math-time.eu

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*):

-Ordered on (*)/Received on (*):

-Name of the consumer(s):

-Address of the consumer(s):

-Signature of the consumer(s) (only in case of printed communication):

-Date:

(*) Delete where not applicable.