

General Terms and Conditions (GTC) of 360 Digitale Transformation GmbH

§ 1 Application of the General Terms and Conditions

- (1) The General Terms and Conditions accepted by both contracting parties govern the terms and conditions between 360 Digitale Transformation GmbH, represented by Mr. Can Adigüzel, Französische Straße 12, 10117 Berlin, hereinafter referred to as **the "Provider"** and the customer, hereinafter referred to as the **"Customer,"** as a consultancy agreement or service contract within the meaning of Sections 611 et seq. BGB (German Civil Code), unless otherwise agreed in writing between the contracting parties.
- (2) The provider offers consultancy services in Information Security Management Systems (ISMS) such as ISO 27001, TISAX, NIS-2.
- (3) The subject of the consultations and services is the provision of an agreed service, the consultation (service contract), and not the achievement of a specific result (not a work contract). The commissioned services shall be deemed entirely performed once the necessary consultations have taken place and any arising questions have been addressed. The customer is obliged, in their own interest, to provide all relevant information truthfully and in full.
- (4) These General Terms and Conditions only apply to companies following § 14 BGB and not to consumers following § 13 BGB.
- (5) Only the respective service contract provisions and these General Terms and Conditions shall apply. Deviating terms and conditions of the customer shall not be accepted. This also applies if the provider does not expressly object to their inclusion.

§ 2 Conclusion of contract

- (1) The customer books a corresponding service with the provider. The provider accepts this booking by sending a booking confirmation. A booking can be made in person, by e-mail, by contact form, or via the provider's website.
- (2) In any case, the contract is only concluded when the provider confirms the customer's booking. The customer's booking is binding. The customer will receive an invoice by e-mail with the booking confirmation.
- (3) The presentation and advertising of the services on the provider's websites or brochures or within advertisements do not constitute a binding offer to conclude a contract.
- (4) The provider is entitled to refuse a service contract without giving reasons if the necessary relationship of trust cannot be expected, if the provider cannot or may not provide the service due to their specialization or for legal reasons, or if there are reasons that could cause them to be in a conflict of conscience. In this case, the provider's fee claims for the services rendered up to the point of refusal remain unaffected.
- (5) The services offered may be one-off services and/or services to be provided regularly within the framework of a fixed term.

§ 3 Content of the services

- (1) The provider provides their services to the customer by applying its knowledge and skills in the above areas.
- (2) A subjectively expected success of the customer cannot be promised or guaranteed. The successful implementation of the processes and the achievement of certain results is the sole responsibility of the customer. The provider merely accompanies the customer during implementation.
- (3) The provider's offer is purely for consulting purposes. The implementation of individual areas can be carried out by third-party service providers.
- (4) The customer undertakes to use the information material, reports, and analyses produced by the provider as part of the consultation only for its own purposes. The customer shall receive the exclusive and non-transferable right to use them. All documents and tables are either personal and cannot be used by third parties or are created by the provider individually for the customer.
- (5) All of the provider's documents are protected by copyright. This applies to content on the provider's website as well as lectures, presentations, scripts, and other consulting documents. The customer is not entitled to reproduce, distribute, or publicly reproduce such documents. The customer is also not entitled to make image, film, or sound recordings of the consultations without the express permission of the provider. The customer shall receive a non-transferable, non-exclusive right to use the training materials and the e-learning platform provided as part of the consultancy services.
- (6) No liability is assumed for the correctness of technical data and other information in third-party documents. Furthermore, they shall not be deemed warranted characteristics within the meaning of the German Civil Code (BGB).
- (7) The provider will ask the customer whether the consultation sessions can be recorded for internal purposes only. The customer is free to decide whether to give their consent.

§ 4 Service delivery

- (1) The services are based on cooperation and mutual trust. The customer is not obliged to accept the advice or implement the recommendations provided. The customer acknowledges that all steps and measures they take as part of the service are within their area of responsibility.
- (2) The provider is entitled to cancel the consultation or postpone the service if he or a third-party service provider engaged by him is prevented from carrying out the consultation or service on the agreed date, e.g., due to riots, strikes, lockouts, natural disasters, storms, traffic obstructions or illness, which prevent the provider from carrying out the consultation or service through no fault of his own. In this case, the customer is not entitled to compensation.
- (3) In the event of a cancellation by the provider, the provider shall offer the customer an alternative date. If no agreement is reached on an alternative date, the remuneration already paid shall be refunded to the customer.

The refund shall only include the amount actually received by the provider, i.e., less the costs and fees incurred for the payment method chosen by the customer.

- (4) The illustration and description of the consultation and any consultation location on the provider's website are for illustrative purposes only and are only approximate. No guarantee is given for complete compliance.
- (5) The provider is entitled to adjust the content or course of the service for technical reasons, such as updating or further developing the content, provided that this does not significantly change the content and is reasonable for the customer.
- (6) The provider is entitled to change the time and place of the announced service, provided the customer is informed of the change in good time, and it is reasonable for the customer.
- (7) The customer is responsible for providing a correct e-mail address and regularly checking his e-mails.
- (8) The provider is entitled to have its services provided by subcontractors and third parties at any time. The customer's consent is not required.
- (9) The customer is obliged to provide the provider with all materials, documents, links, accesses, images, and other details required for the consultation.
- (10) The customer has to cooperate insofar as this is necessary for the proper performance of the services. The exact obligations and requirements are set out in the individual contracts.

§ 5 Payment

- (1) Payment must be made to the provider using the means of payment specified in the invoice by the agreed due date without deduction.
- (2) If the customer falls behind on payments, the provider is entitled to charge reminder fees and default interest in the legally permissible amount.
- (3) All prices on the website and in the provider's offers are listed as net prices.
- (4) The customer shall be in default if the payment deadline stated on the invoice or the agreed payment deadline is not met. In the event of default, the Provider shall be entitled to charge default interest, reminder fees, and the flat-rate default fee following §§ 288 I, II BGB. Furthermore, the provider reserves the right to suspend services to be provided regularly in the event of default without losing the right to the agreed consideration from the customer.
- (5) The provider reserves the right to increase the prices agreed upon in the service description after the expiry of the agreed respective term. An increase is possible for the first time after the expiry of the initial contract term.

§ 6 Term and termination

- (1) The service contract is concluded for the term agreed in the respective contract.
- (2) If it is a one-off provision of a service, this is noted in the contract, and the following paragraphs of § 6 are not applicable.
- (3) Unless otherwise agreed between the provider and the customer, the contract term shall be extended by a further year in each case unless one

of the contracting parties has terminated the contract at least 4 weeks before the end of the initial term or the extended term. Terminations must be made in writing to be effective.

- (4) The right to terminate this contract without notice for good cause shall remain unaffected.
- (5) In the event of premature termination by the customer for good cause, the provider's claim to remuneration shall remain unaffected. The customer reserves the right to prove that we have incurred no or significantly less damage.

§ 7 Property rights

- (1) The provider is exclusively and unrestrictedly entitled to all rights to the results of the services provided in connection with the activities of the Provider for the Customer, especially all copyrighted rights of use, all design rights, all trademark and labeling rights, as well as all other intellectual property rights (including all stages of development).
- (2) The customer hereby transfers to the provider the exclusive rights of use, unrestricted by time, place, or content, as of the moment the results are created.
- (3) The provider permanently retains the rights to its logo and brand. The provider's brand and logo may not be used without the provider's consent.
- (4) The intellectual property rights, copyrights, and ancillary copyrights to project-specific adaptations and developments shall remain with the provider unless expressly agreed otherwise. The customer only acquires the right of use to the agreed extent.

§ 8 Confidentiality of the consultation

- (1) The provider is subject to an absolute duty of confidentiality. The duty of confidentiality shall continue to apply beyond the termination of the agreed contractual services for the fulfillment of the contract.
- (2) The provider shall treat customer data confidentially and shall only provide information regarding the content of conversations and consultations with the express written consent of the customer (release from the duty of confidentiality).

§ 9 Warranty

- (1) The provider endeavors to provide all activities with the utmost care and according to recognized scientific findings and principles. All recommendations and analyses are made to the best of our knowledge and belief.
- (2) The provider does not guarantee the effectiveness of its recommendations. The success of the advice is largely beyond its control and depends to a large extent on the cooperation of the customer, which is why it cannot be guaranteed.
- (3) The advice is intended to help people help themselves. Despite the greatest care, no guarantee can be given for the accuracy and completeness of the information.

§ 10 Liability

- (1) The provider shall be liable to the customer in any cases of contractual and non-contractual liability in the event of intent and gross negligence by the statutory provisions for damages or reimbursement of futile expenses.
- (2) In other cases, the provider shall only be liable - unless otherwise regulated in paragraph 3 - in the event of a breach of a contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases, liability is excluded subject to the provision in paragraph 3.
- (3) Liability for death, personal injury, or damage to health and liability under the Product Liability Act shall not be affected by the above limitations and exclusions of liability.
- (4) The provider protects its customers as well as possible against cybercrime. Unfortunately, this cannot always be avoided. The disclaimer in paragraphs 1-3 also applies to losses incurred by the customer due to such cybercrime, with the exceptions mentioned.
- (5) Except for the previous paragraphs, the provider is not liable for damages caused by the services provided unless they are based on gross negligence or intent. In this context, the provider assumes no liability for loss of profit, loss of data, or other indirect damages.

§ 11 Data protection

- (1) The customer expressly agrees to the electronic data processing of their personal information within the framework of the following regulations. Customer data will be treated with absolute confidentiality. The customer data provided will be used exclusively for the professional execution of the service. The data will not be passed on to third parties.
- (2) The separate data protection provisions of the provider under the following link apply: <https://360dt.de/datenschutzerklärung/>

§ 12 Right of withdrawal

A right of withdrawal is excluded, as the provider only concludes consulting contracts with entrepreneurs.

§ 13 Final provisions

- (1) Where individual provisions of the GTC or the consultancy agreement are or become invalid or void, the validity of the GTC or the consultancy agreement as a whole shall not be affected. The invalid or void provision shall be replaced, through a free interpretation, with a provision that comes as close as possible to the purpose of the contract or the intent of the parties.
- (2) The law of the Federal Republic of Germany shall apply. The contract language is German.

- (3) Amendments and additions to the consultancy agreement must be made in writing to be effective. There are no verbal collateral agreements.
- (4) If the customer is a merchant or a company, the place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the provider. Otherwise, the statutory provisions shall apply. The same applies to the place of performance.