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Introduction

The software provided by Accounta enables a fast and secure integration of a centralized login system for websites and applications that meets modern security standards. The software supports flexible and convenient login via Google, Microsoft and other providers.

The login system combines high security through MFA with user-friendliness of Open Authorization (OAuth2). End users benefit from centralized account management via the dashboard and a login process for websites and applications that does not require the creation of multiple accounts. Developers can easily integrate the comprehensive login system using

clear APIs and detailed documentation. This creates a modern, secure and flexible login experience.

Multi-factor authentication (MFA) ensures the protection of user accounts. This initially includes the verification of identity by means of e-mail confirmations. Moreover, authenticator apps (such as Google Authenticator or Microsoft Authenticator) can be connected for additional security. These generate time-limited one-time passwords (OTPs) that provide a high level of security while being easy to use.

Applicability of the General Terms and Conditions (GTC)

The following terms and conditions shall apply to all services provided by the Contractor under this contract through the software systems provided. The Client's terms and conditions of purchase are hereby excluded for the legal transaction in question and the entire business relationship. Offers are always subject to change.

Unless expressly agreed otherwise, our GTC notified to the contractual partner shall apply. Our contractual partner agrees that in the event of the use of GTC on his part, our terms and conditions must be assumed in case of doubt, even if the contractual partner's conditions remain uncontradicted. In this respect, acts of contract fulfillment on our part shall not be deemed to be acceptance of contractual terms that deviate from our conditions.

Acceptance of Terms and Legal Authority

By clicking the appropriate button, you declare to have read, understood and agree to be bound by the terms and conditions of these GTCs. By agreeing to these GTC, a contractual relationship arises that regulates the use of our service.

By accepting these Terms, you confirm that you have the legal authority to do so. You first declare that you are 18 years (or older). If you are under 18 years of age, you are not allowed to establish an account with Accountda. You further confirm that you have the authority to bind the organization by contract.

Services provided and general terms of use

Accountda provides free services and services as part of subscriptions. In this context, a distinction is made between two user groups:

- (a) "App Owners": Are providers of applications such as websites, programs, etc. After creating an account (free of charge) as part of our free services, app owners can (i) create "Apps" (= reference to applications) and (ii) test authorization locally, on their own computer. Paid subscriptions allow the app owner to publish the apps. This enables authorization for end users via our centralized login system.
- (b) "End Users": After creating an account (free of charge), End Users can use our free services as a central login system. To do this, end users can authorize apps in order to log in to the app owner's applications flexibly and conveniently via Google, Microsoft and other providers, among others.

The use of free services is only permitted for app-owners and end users in the context of their business activities or for private purposes. Subscribers may use the subscription service during the subscription period solely for their business or private purposes. The functionalities of the subscription can be found on our website.

The free service is activated when an account is opened. If a subscription with functionalities that go beyond the free services is chosen, the activation is made by paying for the selected subscription.

You take note that our services are not designed to store or process protected information in any way, and therefore no special protection is provided with respect to transmitted data. You further acknowledge that if you transmit protected information, you do so at your own risk and that no liability (damages) may arise for Accounda from such transmission.

Support

Accounda provides technical support for the Services. You can contact our online support at accounda.com/dashboard/support/. You can submit support requests at any time via the link above. We will answer your request as soon as possible.

Accounda provides updates to the Services automatically. The maintenance tasks required for this purpose (except for urgent updates) are carried out outside of peak periods of use, to minimise the impact on users.

Subscription

Prices

The services under a paid subscription are accessible in the form of a monthly or annual subscription. The prices for Accounda's services are stated on our website. All prices on our website are quoted in euros including VAT (Austrian VAT: 20%). When you sign the contract, you will receive an invoice in which the VAT/VAT rate is explicitly stated in addition to the gross price.

Accounda may change the prices for renewal periods upon written notice. If you do not accept the price change, you may waive the use of your paid account in accordance with the „Cancellation of Subscription“ section.

Subscription Period

By subscribing, you sign up for a tariff with recurring payments. After each subscription period, your subscription service will automatically renew with the current products, for the same time period (one month if you have opted for a monthly plan, or one year if you have opted for an annual plan).

The "subscription period" begins with payment of the fee and ends after one month or year. The subscription is renewed on the last day of the subscription period. Where required by law, Accountda will inform you in advance of the automatic renewal of your subscription.

You authorize Accountda to charge you the price applicable to your paid subscription at the beginning of each new subscription period and to charge you through the payment method provided (via Stripe). You agree to promptly notify Accountda in writing of any changes to your billing information during the period of a subscription.

In the event that the agreed payment method fails, we will inform you of this. In this case, the service will be switched to the status of a "free service". Your data will be preserved completely, but access (by the end user) to your applications (through the use of apps) will no longer be possible. When you contract a new subscription, the services can be used again completely.

Cancellation of Subscription

Subscriber may cancel the subscription at any time prior to the end of the current subscription period. After canceling, you can use all the features of your subscription until the end of the current subscription period.

Accountda reserves the right to block access to the Services if (a) the user of an account uses the Service in a manner that causes a security vulnerability, (b) interferes with others' use of the Services, or (c) infringes the intellectual property or copyrights of Accountda or any third party. In the event of a blocking, you will be informed in writing. If the reason for the blocking cannot be resolved, your account will be permanently blocked. You will receive a prorated refund for any prepaid unused subscription fees.

Privacy Statement

The manipulation of personal data and the protection of it is regulated in our privacy statement (accountda.com/privacy-policy/). Accountda takes technical and organizational measures to ensure the security, integrity and confidentiality of your data.

Intellectual property

Your Content/Data and Accountda's use of Your Content/Data

You own all rights to the contents of your accounts. Accountda does not receive any rights or ownership in your content.

You grant Accountda the right to access, process and store your content as necessary (a) for provision of services by Accountda, (b) to respond to your requests, and (c) to comply with applicable law or regulatory requirements.

If you believe that Accountda has infringed any copyright or other intellectual property that you claim in any of your works, please contact us at service@accountda.com.

Accounta Intellectual Property

Accounta owns all rights to the assets (the free and subscription services) and confidential information (including proprietorship and copyrights) of Accounta (accounta.com).

You may voluntarily submit feedback or suggestions to Accounta (service@accounta.com). Accounta may use this content without any obligations or restrictions (e.g., to provide enhanced services).

Copyright and exploitation

All copyrights to the Services are owned by Accounta. After payment of the fee (for paid subscriptions) or free of charge (for free services), the user receives a non-exclusive, non-transferable right to use the services in accordance with the agreed license and this GTCs.

This agreement merely acquires a license to use the Services. Distribution by the user (renting, selling, sublicensing, granting access to third parties or commercially exploiting in any other way) is excluded under copyright law. Furthermore, it is prohibited to translate, copy, modify, adapt, decompile, disassemble or extract the source code in any other way.

Any infringement of Accounta's copyrights will result in claims for indemnification, in which case full satisfaction shall be provided.

With a subscription, you can share content for others (e.g. your customers). You are solely responsible for the content created and published, as well as for any consequences of your actions. Accounta incurs no liability in this regard.

Warranty

Accounta warrants that (a) during the subscription period, the services will operate as described and the services will be in accordance with the selected subscription, (b) support will be provided in a competent and professional manner, (c) we have the authority to enter into these commitments, and (d) we will comply with all laws and regulations applicable to the provision of the Services.

If you believe that a service does not comply with the warranties (a) to (d), we request you to inform Accounta immediately (in any event within 14 days) in writing service@accounta.com.

In the event of a breach of these warranties, Accounta will use commercially reasonable efforts to correct them at no additional cost, within a reasonable time period.

This warranty does not apply to errors caused by you or any person acting on your behalf.

Disclaimer

Liability for damages or losses arising from the use of the Software shall be limited to the amount paid within the twelve months immediately preceding the event which leads to liability. The existence of several claims does not increase this limit.

Liability for indirect damages – such as lost profits, costs in connection with business interruption, damage to goodwill, loss of data or claims by third parties – is expressly excluded. The preceding sentence does not apply to cases of intentional misconduct.

The Contractor shall only be liable to the Client for damages for which it is demonstrably responsible in the event of gross negligence. This shall also apply mutatis mutandis to damage attributable to third parties engaged by the Contractor.

Wherever obligations cannot be fulfilled on time or properly due to force majeure, such as war, terrorism, natural disasters, fire, strike, lockout, embargo, sovereign intervention, failure of the power supply, failure of means of transport, failure of telecommunications networks or data lines, changes in the law affecting the services after conclusion of the contract or other non-availability of products, this shall not constitute a breach of contract.

We make no representations or warranties of any kind with respect to third-party applications that may be in a format inoperable with the service. Accountda does not warrant that the services will be error-free, operate without interruptions or downtime, and that defects in the scope of operation of the services will be corrected.

Claims for damages shall become time-barred in accordance with the statutory provisions, but no later than one year from the date on which the damage and the damaging party become known.

Changes in Services

If you use the services of a subscription, updates, new or enhanced features will not result in any additional cost to the subscriber. The functionality and scope of the services may be adjusted without prior consent if they are exclusively for the benefit of the user.

Affiliate-Programm

General

To participate in our affiliate program, you must create a (free) account. You don't have to use any services to do this. The affiliate program refers exclusively to subscriptions that are concluded on accountda.com.

Remuneration

The Affiliate Partner's account will be reimbursed with €5 for a promoted and completed annual subscription. For a monthly subscription, the reimbursement is € 5/12. These amounts include 20% VAT. If the subscription is renewed, a reimbursement will also be issued for this renewal.

Origin of turnover and payout

Revenue is generated when the promoted user close a subscription, pays for it through Stripe, and the fee was transfered to Accountda's account. The affiliate amount will be made available after 30 days.

Once your available amount reaches €20, the payout will be made within 14 days. From an amount of € 5, the payout can be requested via support. A maximum of one withdrawal per month and account will be made.

Payments are made to the specified account (IBAN with first and last name). In the event of information, the payout may (a) not be carried out and (b) may also be lost. Accountda will not be liable for any losses (untransferred amounts) caused by incorrect account information.

The partner undertakes to ensure that all payments are carefully executed for tax purposes (where required by law).

If the affiliate program is misused by an advertiser or user, we may exclude the advertiser/user from the program. Misuse of the affiliate program may result in claims for damages, in which case full satisfaction must be provided.

We reserve the right to cancel the affiliate program. If you are an advertiser (partner), you will be informed in writing. In this case, the notice period is 6 months from the date of transmission of the notice. Acquired remuneration does not expire.

Changes to the General Terms and Conditions

Accountda is free to make changes to the terms of these Terms and Conditions. You acknowledge and agree, that continued use of the free services will be deemed acceptance of the terms as updated. If you are using a paid subscription, updated terms will come into effect when the subscription is renewed. Continued use of the paid services beyond this date will be deemed acceptance of the terms as updated.

Translation

We provide these "General Terms and Conditions" in German and English. If there are any contradictions between the German and English versions, the German version will take precedence.

Mediation clause

In the event of disputes arising from this contract that cannot be settled by mutual agreement the contracting parties shall agree by mutual consent to consult registered mediators (ZivMediatG) specialising in commercial mediation and recorded in the list of the Ministry of Justice on the out-of-court settlement of the conflict. If no agreement is reached on the choice of business mediators or the content of the agreement, legal steps shall be initiated at the earliest one month from the date of the break-down of negotiations.

If no mediation is brought about or if mediation is cancelled, Austrian law shall govern any subsequent legal proceedings. It is agreed that all necessary costs incurred from preceding mediation, in particular also expenses for any legal advisors employed, can be claimed agreed in court or arbitration proceedings as "pre-litigation costs".

Final provisions

Unless otherwise agreed, the statutory provisions applicable between entrepreneurs shall apply exclusively in accordance with Austrian law, even if the service is carried out abroad. Any disputes shall be subject exclusively to the local jurisdiction of the competent court for the Contractor's (Alexander Karl Zotter) place of business. Non-compliance with essential parts of the contract shall entitle the contracting parties to prematurely terminate the contract without notice.

Should one or more provisions of the contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid or unenforceable clause.

The Contractor (Accounda) shall be entitled to use third parties in whole or in part to fulfill its obligations.

The terms of these „General Terms and Conditions“ are effective as of the date set out below.

As at: **20. January 2025**