

Made in May

1. IDENTITY OF THE ENTREPRENEUR

These Terms are issued by Made in May Creative Studio e.U., operating under the name Made in May ("Made in May").

Made in May Creative Studio e.U.
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Trade: Werbegrafik-Designer (advertising graphic designer)
Trade authority: Magistratisches Bezirksamt für den 6./7. Bezirk, Vienna
Chamber: Wirtschaftskammer Wien
Fachgruppe Werbung und Marktkommunikation
Trade regulations: Gewerbeordnung 1994, www.ris.bka.gv.at

2. DEFINITIONS

2.1 Agreement: the offer or order confirmation accepted by the Client, together with these Terms; **2.2 Client:** the natural or legal person entering into the Agreement with Made in May; **2.3 Entrepreneur:** a person acting in the course of their business, as defined in § 1 Konsumentenschutzgesetz (KSchG);

2.4 Work: all services commissioned by the Client, including but not limited to brand strategy, naming, identity and graphic design, art direction, research and analysis, web and interface design, packaging, motion design, typography, creative writing, creative concept, film and photography production, and consultancy;

2.5 Final Deliverables: the results of the Work approved by the Client under Clause 10, in the file formats stated in the offer; **2.6 Preliminary Works:** concepts, sketches, drafts, routes not selected, working files, source files and know-how created in the course of the Work. **2.7 Third-Party Costs:** costs of external services and licences, including printing, photography, illustration, stock material, font licences, hosting and travel. **2.8 Text form:** email and project messaging services such as Slack or WhatsApp. Used for day-to-day communication, feedback, approvals and change requests. **2.9 Written form:** a signed document, or an email to the address in Clause 1. Required for conclusion and amendment of the



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Agreement, termination, grants of rights and payment arrangements. **2.10 Artificial Intelligence (AI):** programs or plug-ins using machine learning, automation, AI image and text generation, advanced analytics or computer vision.

3. APPLICABILITY AND SCOPE

3.1 These Terms apply to all offers, assignments and agreements between Made in May and Entrepreneurs. Made in May does not contract with consumers. Where mandatory consumer protection law nevertheless applies to a contract, it prevails over these Terms.

3.2 These Terms become part of the Agreement if Made in May refers to them before the Agreement is concluded and makes them available in a form that allows the Client to store and reproduce them (§ 11 E-Commerce-Gesetz). A reference in an invoice, delivery note or later order confirmation is not sufficient.

3.3 General terms of the Client apply only if Made in May has accepted them in Written form. Where both parties refer to conflicting general terms, neither set applies to the conflicting provisions and the statutory rules apply instead.

3.4 These Terms also apply where Made in May involves third parties in performing the Agreement.

3.5 Made in May may amend these Terms for ongoing or recurring services. Amendments are notified in Text form at least 30 days in advance and take effect unless the Client objects within that period; the notification states the significance of not objecting and the Client's right to terminate the ongoing service with effect from the date of the amendment. Amendments do not apply to projects already commissioned.

3.6 If Made in May does not insist on strict compliance in an individual case, this does not affect its right to do so in other cases.

3.7 The contract language is English. A German translation may be provided for convenience; in the event of any discrepancy, the English version prevails.

4. DOCUMENTS AND ORDER OF PRECEDENCE

4.1 In the event of contradictions, the following order applies: (a) individually negotiated written agreements; (b) the offer or order confirmation accepted by the Client; (c) these Terms; (d) any other document referred to.

4.2 Deviating or supplementary agreements require Written form.



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5. COMMENCEMENT, DURATION AND SURVIVAL

5.1 The Agreement comes into effect when the Client accepts the offer of Made in May, or when Made in May begins performing the Work at the Client's request.

5.2 Project-based Agreements end automatically on completion of the Work and payment of all invoices relating to it, whichever occurs later.

5.3 Survival. The end of the Agreement does not affect obligations that have already arisen, in particular outstanding payment obligations. It likewise does not affect the copyright and all other intellectual property rights of Made in May, the scope and limits of the rights of use granted to the Client, and the reservation that no rights of use pass before full payment. Clauses 9 (fees and payment), 15 (rights of use), 16 (intellectual property, publication and credits), 18 (data protection), 19 (confidentiality), 20 (liability) and 22 (governing law and jurisdiction) continue to apply after the Agreement ends, for as long as their purpose requires. Rights of use validly granted and fully paid for remain unaffected by the end of the Agreement.

5.4 Ongoing or recurring services continue until terminated by either party in accordance with the notice period stated in the Agreement. If no notice period is stated, either party may terminate with one month's notice.

6. EXECUTION OF THE ASSIGNMENT

6.1 Every assignment is based on a briefing provided by the Client. Within the scope of the briefing, Made in May has creative freedom.

6.2 Made in May performs the Work to the best of its knowledge and ability and in accordance with good professional practice, on a best-efforts basis. No particular commercial result is guaranteed.

6.3 Advice given by Made in May relates solely to the field of design. Liability for expert advice under § 1299 ABGB is limited to that field.

6.4 Made in May determines how and by whom the Work is carried out, taking the Client's wishes into account as far as possible, and may engage third parties where required for proper performance.

6.5 Delivery dates and timelines are estimates unless expressly agreed in Written form as binding. Delays do not entitle the Client to compensation or termination unless Made in May is in material default after being granted a reasonable grace period.

6.6 Appointments cancelled by the Client less than 24 hours in advance are charged at 50 % of the scheduled time at the hourly rate stated in the offer.



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7. QUOTATIONS, ESTIMATES AND CHANGE REQUESTS

7.1 An offer is valid for fourteen (14) days unless stated otherwise. Made in May may withdraw an offer within five (5) working days of receiving the Client's acceptance where there is an objective reason to do so, in particular lack of capacity, a conflict of interest with an existing client, or concerns regarding creditworthiness.

7.2 Estimates are based on the information available at the time of quoting and are provided without a guarantee of accuracy within the meaning of § 1170a (2) ABGB. Actual time required may vary by up to 10 %.

7.3 If additional work beyond that threshold becomes unavoidable, Made in May notifies the Client without undue delay and provides an updated estimate before proceeding. The Client may then approve the additional work or withdraw from the Agreement against reasonable remuneration of the work performed to that point.

7.4 Each quotation states the number of revision rounds included. A revision round is one consolidated set of comments from the Client; feedback sent in multiple separate messages counts as separate rounds. Minor production adjustments may be included at the discretion of Made in May. Work beyond the included rounds is charged at the hourly rate stated in the offer.

7.5 Change requests and any other work beyond the services listed in the estimate are agreed in Text form before execution, stating the effect on scope, fee and timeline, and are charged in addition.

7.6 Quotations and rates do not automatically apply to new assignments. Made in May is not bound by quotations containing an obvious error, nor by an acceptance that deviates from the offer unless it indicates otherwise.

7.7 If the quotation is based on information provided by the Client that proves incorrect or incomplete or subsequently changes, Made in May may adjust prices, rates and delivery terms.

8. PRESENTATIONS AND PITCHES

8.1 An invitation to prepare a presentation with preliminary drafts constitutes an order for a defined scope of services and is remunerated unless expressly agreed otherwise in Written form. The presentation fee is stated in the offer.

8.2 The presentation order is deemed granted, accepted and fulfilled once the presentation has been delivered.

8.3 The presentation fee does not include the grant of any rights of use. Concepts and drafts shown may not be used, implemented or passed on to third parties unless a separate agreement is concluded.

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9. FEES, PAYMENT AND THIRD-PARTY COSTS

9.1 For the provision of the requested services, including the delivery of production data, reasonable remuneration in accordance with §§ 1004, 1152 ABGB is deemed agreed. All amounts are net and exclusive of VAT. Depending on project value, the following payment terms apply:

Projects above EUR 15000 net

- (a) 10 % deposit, payable within five working days of agreeing on a quote.
- (b) 40 % payable halfway through the project period.
- (c) 50 % payable within 14 days of project completion.

Projects above EUR 5000 and up to EUR 15000 net

- (a) 50 % payable halfway through the project period.
- (b) 50 % payable within 14 days of project completion.

Projects up to and including EUR 5000 net

- (a) Full payment within 14 days of project completion.

9.2 Ongoing and recurring services are invoiced monthly in arrears unless agreed otherwise.

9.3 Third-Party Costs are not included in the fee. They are either commissioned by the Client directly, or advanced by Made in May and charged on together with the reasonable handling effort involved. Third-Party Costs require the Client's prior approval in Text form.

9.4 For ongoing services with a term exceeding twelve months, Made in May may adjust the fee once per calendar year in line with the Austrian consumer price index (VPI) published by Statistik Austria, using the index figure for the month of conclusion as the base. Index decreases are passed on in the same way.

9.5 Unless otherwise agreed, invoices are payable within 14 days of the invoice date without deduction. If the Client fails to pay by the due date, the Client is in default without further notice.

9.6 Default interest is charged in accordance with § 456 Unternehmensgesetzbuch (UGB) at the statutory rate applicable at the time of default.

9.7 The Client shall reimburse all reasonable costs of recovering overdue payments, including reminder costs, debt collection costs and legal fees. The flat-rate compensation of EUR 40 under § 458 UGB applies in addition.

9.8 Made in May may suspend all services until outstanding invoices have been paid in full.

9.9 The Client may set off only claims that are undisputed or have been established



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by a final court decision, and may not withhold payment on account of alleged defects unless the defect has been notified in Text form and is not disputed by Made in May.

9.10 Payments are appropriated first to costs, then to interest and last to the principal claim (§ 1416 ABGB), irrespective of any contrary designation by the Client.

9.11 If an assignment is given by two or more Clients, they are jointly and severally liable, and Made in May may claim full performance from any one of them.

9.12 Made in May may pass overdue claims to a debt collection agency or to a legal representative for recovery.

10. ACCEPTANCE AND FEEDBACK

10.1 Deliverables are deemed accepted if the Client does not object in Text form within fourteen (14) days of delivery. This does not apply to defects that were not apparent on reasonable examination.

10.2 Partial deliveries are accepted separately.

10.3 Delays in feedback extend project timelines accordingly. If the Client's cooperation is required and is not provided, Made in May may set a reasonable grace period and declare the Agreement dissolved if it expires without result (§ 1168 (2) ABGB); the entitlement to remuneration under § 1168 (1) ABGB remains unaffected.

10.4 Design files are provided within five business days of the Client approving them. Templates, exports and production data are shared once full payment has been made.

11. WARRANTY

11.1 Statutory warranty applies. The warranty period is twelve (12) months from acceptance, and defects must be notified without undue delay after they are discovered or ought to have been discovered. Made in May is entitled to remedy defects by repair in the first instance.

11.2 Made in May does not warrant that the content, concepts, functions or solutions developed as part of the Work will remain suitable or error-free indefinitely and without change. This applies in particular where technical, content-related, economic, legal or other conditions change, for example through changes to third-party systems, browsers, plug-ins or platforms, market conditions, the competitive environment, client requirements, or available information and knowledge.

Maintenance, hosting, domain administration and ongoing adaptations and updates in response to such changes are not part of the agreed Work unless expressly agreed.

11.3 Made in May is not liable for defects or damage arising from edits, updates or



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other changes made by the Client or by third parties to the Work provided. If Made in May is asked to assist in resolving such issues, the time spent is charged at the hourly rate stated in the offer.

12. CLIENT OBLIGATIONS

12.1 The Client provides all data and information necessary for proper performance, in the form, quantity and manner requested and in good time. Made in May may suspend performance until this obligation has been met. Additional costs arising from missing, late or defective provision are borne by the Client.

12.2 The Client warrants the accuracy, completeness and reliability of the information provided. Made in May is not obliged to investigate it, but will inform the Client where material or instructions provided are manifestly unsuitable or manifestly incorrect (§ 1168a ABGB). Subject to that duty, the Client bears responsibility for the accuracy of the content and the consequences of its use.

12.3 The Client informs Made in May without delay of any facts or circumstances relevant to performance, and warrants that data carriers, files and software provided are free from viruses and defects.

12.4 Where work is performed on location, the Client makes the location and required facilities available free of charge.

12.5 The Client warrants that it owns, or is licensed to use, all materials it provides and that no third-party rights are infringed. Ownership remains with the Client or its licensors. The Client grants Made in May a royalty-free licence to use these materials for the project, for the presentation of the project under Clause 16, and to retain copies in its business records. The Client indemnifies Made in May against third-party claims arising from the materials provided.

13. TERMINATION, PAUSE AND CANCELLATION FEES

13.1 Either party may terminate the Agreement in Written form. Termination takes effect on receipt. Made in May confirms receipt by email as a matter of service; the confirmation is not a condition of validity.

13.2 Either party may terminate for good cause with immediate effect. Good cause exists in particular where the other party is in material breach and has not remedied it within a reasonable period set in Written form; the Client is more than 30 days in arrears despite a reminder; insolvency proceedings are opened over the assets of a party; the Client uses the Work unlawfully; or the Client requests unlawful content.

13.3 Termination does not release the Client from payment obligations for services already delivered.



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13.4 Cancellation before the project starts. The Client may cancel free of charge up to one month before the agreed start date. Cancellation within that one-month period incurs a cancellation fee of 10 % of the total project cost.

13.5 Cancellation after the project has started. The Client gives notice in Written form and settles all work already carried out within 14 days. In addition, a cancellation fee of 10 % of the total project cost applies. The cancellation fee is a minimum amount; the statutory entitlement of Made in May under § 1168 (1) ABGB to the agreed fee less expenses saved and less any amount earned through other use of the released capacity remains unaffected. This does not apply where the cancellation is due to circumstances for which Made in May is responsible.

13.6 Where the Agreement ends and invoices remain unpaid, no rights of use pass to the Client. The Client may not use, publish or exploit the Work, and may not have the specific designs reproduced or substantially imitated by third parties. Abstract ideas, concepts and styles are not protected by copyright and remain free; the confidentiality obligations under Clause 19 nevertheless continue to apply.

13.7 Pause. A project may be paused for up to three months. Work completed up to that point is invoiced immediately, and resumption is subject to the availability of Made in May. If the pause exceeds three months, Made in May is entitled to charge a re-onboarding fee of 5 % of the remaining project value. No re-onboarding fee is charged where the pause is caused by illness, accident or a comparable personal emergency on the Client's side, or by a substantial disruption to the Client's business; in those cases the parties agree a new timeline in Text form.

13.8 Interruption on the side of Made in May. Where Made in May is prevented from working by illness, incapacity or comparable circumstances beyond its control, it informs the Client without undue delay and proposes a revised timeline. Deadlines are extended by the duration of the interruption, and claims for damages arising from it are excluded within the limits of Clause 20. If the interruption exceeds six weeks and no substitute arrangement acceptable to both parties is found, either party may terminate. Made in May is then entitled to payment for the work carried out up to that point; no cancellation fee applies.

14. SOFTWARE, LICENCES AND ACCESSIBILITY

14.1 Made in May bears the cost of the studio-owned software licences it uses to perform a project. It is not responsible for acquiring licences that are not common in everyday design practice.

14.2 Additional software or licences required to build or implement a template or design at the Client's request, such as email marketing or website builder platforms, are provided by the Client. Made in May may work under the Client's licence for the

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period of implementation.

14.3 Fonts, stock material and third-party assets. Licences for fonts, stock images, footage, music, icons and similar assets used in the Final Deliverables are acquired by the Client in its own name, or by Made in May on the Client's behalf against reimbursement. Their scope — for example desktop, web or app use, reach or duration limits — is determined by the respective licensor's terms. Made in May informs the Client of the licences required; the Client is responsible for maintaining them and for any extension of scope after handover. Where open-source components are used, the respective licence conditions apply.

14.4 Accessibility. Conformity with accessibility standards, in particular WCAG 2.2 AA or EN 301 549, is owed only where expressly agreed in the offer and is charged separately. Whether the Client is subject to the Austrian Barrierefreiheitsgesetz or a comparable national implementation of Directive (EU) 2019/882 is assessed by the Client.

15. RIGHTS OF USE

15.1 Under Austrian copyright law, copyright itself is not transferable (§ 23 UrhG). Made in May grants rights of use (Werknutzungsrechte) as set out below.

15.2 Upon full payment, the Client receives an exclusive right to use the Final Deliverables for the purposes stated in the proposal. The right covers reproduction, distribution, making available to the public, broadcasting, and adaptation to the extent required for those purposes, in all media, whether known at the time of the Agreement or developed thereafter, subject to Clause 15.5.

15.3 Purposes, media, territory and duration are set out in the proposal. Unless the proposal provides otherwise, the right is granted without limitation in time and territory. For services, content or rights of third parties, in particular time-limited licences or buy-outs, the period of use agreed for them applies. Where such a period is not yet known when the offer is made, Made in May notifies it to the Client in Written form no later than on handover. Made in May can grant rights of use in third-party content only to the extent that it holds them itself. The right of use ends when the respective period expires; continued use requires a separate agreement. Monitoring the expiry of such periods is the responsibility of the Client; Made in May is not obliged to send reminders.

15.4 The grant of rights covers the Final Deliverables only. Made in May retains ownership of Preliminary Works, unused routes, working and source files, methods and know-how. Unused designs not included in the approved Final Deliverables remain the property of Made in May.

15.5 Rights retained by Made in May. Notwithstanding the exclusivity granted



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in Clauses 15.2 and 15.3, Made in May retains the right to use the Work for its own promotion under Clause 16, including its portfolio, competitions, awards and publication in professional media, and to develop the work further for presentation purposes. The Client acknowledges this retained right, which is a condition of the exclusivity granted.

15.6 Where elements of the Final Deliverables have been generated exclusively by AI without a creative human contribution, no copyright arises in those elements (§ 1 UrhG). Made in May cannot grant exclusivity in, or warrant the protectability of, such elements, and identifies them on request.

15.7 The Client may transfer the rights of use to affiliated companies and to a universal successor without further consent. Any other transfer to a third party requires the consent of Made in May, which may be withheld only for good cause (§ 27 (2) UrhG).

15.8 No rights of use pass before all invoices relating to the project have been paid in full. Until then, the Client may use the deliverables solely for internal review and approval.

15.9 Made in May may revoke the rights of use granted if the Client uses the Work unlawfully, in material breach of these Terms, or in a manner likely to prejudice the author's honour or reputation (§ 21 UrhG). Except in cases of serious infringement, revocation requires prior notice in Written form and a reasonable period to remedy. Revocation does not affect the Client's payment obligations or any claim for damages.

15.10 The Client may not alter the Work in an inappropriate manner or without the prior approval of Made in May. Both parties undertake to use the creative work in accordance with common social and political norms, ensuring it is not misused, does not harm human rights and does not damage the brand.

15.11 The Client is responsible for ensuring that the designs and taglines are free for it to use and to register as a trade mark and do not infringe third-party rights; Made in May accepts no liability in this respect. Made in May will sign documents reasonably required to evidence the Client's rights, provided the Client bears the resulting fees. Restrictions such as third-party buy-outs are communicated by the Client, and vice versa.

16. INTELLECTUAL PROPERTY, PUBLICATION AND CREDITS

16.1 Made in May reserves all copyrights, design rights, database rights, trade marks and other intellectual property rights in respect of what it uses, develops or designs in performing the Agreement, insofar as those rights arise by law. The Client receives only the rights expressly granted in the proposal in accordance with Clause

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15. Any further or more extensive right of the Client is excluded.

16.2 The Parties acknowledge that Made in May retains the moral rights that cannot be transferred or waived under Austrian copyright law, including the right to be named as author (§ 20 UrhG) and the right to object to modifications likely to prejudice the author's honour or reputation (§ 21 UrhG).

16.3 Made in May may present the Work in its portfolio across all media as a sample of past work, publish it in professional media, and submit it for awards. Documents provided by Made in May, including working methods, advice, designs, images and models, are intended solely for the Client's use for the purposes of the Agreement.

16.4 Made in May may adapt the Work or create further creative work within the brand identity to express the concept, provided this aligns with the previously agreed scope and does not harm the brand.

16.5 Made in May will not publish creative work before the Client's brand launch without the Client's approval in Text form. If the go-live date is delayed by more than six months, Made in May may publish the work independently.

16.6 The Client may feature the launch in media, publications or awards without informing Made in May in advance. Made in May may object to a publication that is unlawful or that is likely to harm Made in May; the Client will then discontinue or amend it within a reasonable period.

16.7 Credits. Wherever credits are given, Made in May is credited in line with the services actually provided and the specific project role, for example as "Brand identity: Made in May" or "Creative direction, project lead, corporate identity & UX/UI design: Made in May". The credit is given in the same manner and with the same prominence as for the other people or companies involved. On websites, the credit may be placed in particular in the imprint or colophon.

Omission of a credit does not affect the Client's rights of use but entitles Made in May to request subsequent correction of the credit.

16.8 Made in May may use the knowledge gained in performing the Work for other purposes, provided no confidential information of the Client is disclosed to third parties.

16.9 Made in May may use the Client's name and logo as a reference, subject to Clauses 16.5 and 19.

17. USE OF ARTIFICIAL INTELLIGENCE

17.1 Unless otherwise agreed, Made in May may use AI software for assistance in developing concepts, research, analysis, strategies and similar tasks, and to present

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concepts. The categories of tools used are disclosed on request. AI providers may change their models without notice, and Made in May is not liable for changes in AI output caused by third-party providers.

17.2 Made in May may deliver curated AI-generated artwork, images and text as part of the Final Deliverables only where agreed in advance. Unless otherwise agreed, AI-generated content is delivered in its curated form; manual refinement takes place at the Client's request or where both parties agree it is required.

17.3 Where labelling or disclosure of AI-generated or AI-manipulated content is required by law, in particular under Article 50 of Regulation (EU) 2024/1689 (AI Act), Made in May informs the Client which elements of the Final Deliverables were generated using AI and which of them require labelling. Responsibility for carrying out the labelling on publication lies with the party publishing the content, normally the Client. Made in May accepts no liability where the Client fails to apply the labelling it has been informed of.

17.4 The copyright status of AI-generated elements is governed by Clause 15.6.

17.5 Made in May will not knowingly submit confidential business information — including pricing, trade secrets or other information designated as confidential by the Client — to publicly accessible AI systems. The Client identifies any information that must not be processed using AI tools. On request, projects can be carried out without the use of AI; this is agreed separately and priced accordingly.

18. DATA PROTECTION AND DATA RETENTION

18.1 Made in May processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) and the Austrian Data Protection Act. Information on processing is available in the privacy notice at madeinmay.studio; in addition, the following provisions apply.

18.2 Where Made in May processes personal data on behalf of the Client Made in May's standard data processing agreement under Article 28 GDPR (Annex 1 to these Terms, the „DPA“) applies, unless the parties agree a different data processing agreement in Written form. The DPA is sent together with each offer. Where it has not been sent, or where these Terms are accessed on the website, the DPA may be requested at any time at hello@madeinmay.studio and is then provided in Text form without undue delay. In any event, Made in May provides the DPA to the Client in Text form before any processing of personal data on the Client's behalf begins.

18.3 Service providers. The sub-processors engaged by Made in May, their approval and any changes to them are governed exclusively by the DPA, in particular Clause 6 and Schedule C. Other software and services that Made in May uses without a data processing agreement, and the Client's choice regarding their use, are set out in



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Schedule D of the DPA.

18.4 Transfers of personal data to countries outside the European Economic Area are governed by Clause 6.6 of the DPA.

18.5 The information on and objection to new or replaced sub-processors are governed by Clause 6.2 of the DPA.

18.6 Handover of files. Design files, templates, exports and production data are transferred to the Client through the providers listed in Schedule C of the DPA or through channels agreed with the Client. Files containing personal data are transferred only in encrypted form or via access-restricted links. The Client ensures that the recipients it designates are authorised to receive the files.

18.7 Until final delivery, Made in May is responsible for archiving the design files. Files are stored on an access-restricted cloud service with redundant backup, applying appropriate technical and organisational measures within the meaning of Article 32 GDPR, including access restriction, strong credentials and two-factor authentication. Made in May does not guarantee availability in cases of device failure, provider outage or cyberattack.

18.8 After final delivery, the Client is responsible for archiving the design files. Made in May is not obliged to retain or resend work beyond that point.

18.9 Retention of Files. Made in May retains documents and records subject to statutory retention obligations for the period required by applicable law. Working files, project files and source files will otherwise only be retained for a reasonable period and subject to technical feasibility. Made in May is not obliged to permanently retain or archive working files, project files or source files. Following completion of the project and expiry of any applicable statutory retention periods, Made in May may delete such files. Longer retention, in particular for documentation or portfolio purposes pursuant to Clause 16, shall be subject to the provisions set out therein.

19. CONFIDENTIAL INFORMATION

19.1 Each party may receive confidential or proprietary technical and business information of the other party, including Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold it in strict confidence, shall not disclose it to third parties, and shall not use it except as necessary to perform its obligations or where required by a court or governmental authority.

19.2 Confidential Information does not include information that is in the public domain, becomes publicly known through no fault of the receiving party, or is properly received from a third party without an obligation of confidentiality.

19.3 These obligations shall continue for three (3) years after the termination or



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expiry of the Agreement, unless otherwise specified in Written form. Trade secrets shall remain protected for as long as they qualify as trade secrets.

19.4 The publication rights under Clause 16 are not affected by this Clause. A separate non-disclosure agreement prevails only if expressly agreed in Written form and should specify the duration of the restriction.

20. LIABILITY

20.1 Made in May is liable without limitation for personal injury, for intent and gross negligence of a serious nature, and wherever mandatory statutory liability applies.

20.2 In cases of other gross negligence, liability is limited to the damage typically foreseeable at the time the Agreement was concluded.

20.3 Liability for slight negligence is excluded. Liability for indirect damage, loss of profit, business interruption, loss of data and loss of goodwill is excluded.

20.4 To the fullest extent permitted by law, the total liability of Made in May arising out of or relating to the Agreement is limited to the fees actually paid by the Client under the respective project. Clause 20.1 remains unaffected.

20.5 Claims for damages must be asserted in Written form within six (6) months of the Client becoming aware of the damage and of the party causing it, and in any event within the statutory limitation period.

20.6 The limitations in this Clause apply equally to claims against employees, agents and subcontractors of Made in May.

21. FORCE MAJEURE

21.1 Neither party is obliged to perform where performance is prevented by force majeure.

21.2 Force majeure means, in addition to its meaning in law and case law, all external causes beyond the control of the affected party, including war, riot, epidemics, quarantine, terrorism, strikes, fire, environmental and water damage, government measures, disruption to energy supply and business necessities, incapacity of personnel or engaged third parties, cancellation by third parties, late delivery by suppliers, failure of essential cloud or hosting services, cyberattacks and large-scale network disruption. This Clause governs the obligation to perform; liability for damage is governed exclusively by Clause 20.

21.3 During force majeure, obligations are suspended. If the period exceeds two months, either party may dissolve the Agreement without obligation to compensate the other.

21.4 Where Made in May has partially performed or is able to perform at the time force majeure occurs, it may invoice that part separately.



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22. GOVERNING LAW, JURISDICTION AND FINAL PROVISIONS

22.1 The Agreement together with these Terms reflects the entire agreement between the parties and replaces all previous and simultaneous, express or implied agreements, statements and guarantees, whether written or oral. In matters not provided for, Made in May decides in good consultation with the Client.

22.2 This Agreement, and the entire business relationship between the parties, is governed exclusively by the laws of Austria, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The choice of law extends to non-contractual obligations arising out of or in connection with the Agreement (Article 14 of Regulation (EC) No 864/2007, Rome II) and to pre-contractual negotiations.

22.3 The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is the competent court in Vienna, Austria.

22.4 If one or more provisions of these Terms are or become wholly or partly invalid, the remaining provisions remain in full force. The parties will agree a replacement provision that comes closest to the purpose and intent of the invalid provision.

