

Terms and Conditions and Data Privacy Statement of punktwissen Proyer & Stangl OG, Zagersdorf, Austria

This document refers to punktwissen's business relationships with client and usage of our online content and project deliverables. The latest version of this document is available at punktwissen.at/terms/

Usage of online content provided by punktwissen on websites or social media

Visitors may use our online content (text/images/data) for their information and personal / internal use only. Any other use of materials without our prior written consent is prohibited. This includes publication to other public websites but also re-use in presentations that are (originally) targeted to a limited audience, such as talks given to non-profit organizations or students' academic theses. Attribution only is not sufficient.

An accepted re-use option is to share content on social media using the sharing feature provided by such platforms, that is embedding an automatically generated small preview image.

Non-liability for web content, provided without warranty and subject to correction

We reply to questions on blogs, social media, and via e-mail we provide technical configuration, system's sizing, constructional details, code etc. on our websites. We pay close attention to details - but these are non-committal discussions prior to establishing a business relationship. punktwissen is not liable for any loss or damage resulting from applying such information to clients' systems.

We evaluate the content of external websites before we link to them on our websites, or before we share such links on social media. But as we cannot re-evaluate those websites on a regular basis we are not liable for the validity and veracity of the external content or for the security of external web applications.

Data privacy for our online visitors

For reasons of security and availability we host our website punktwissen.at and our blogs punktwissen.blog / elkement.blog on servers whose infrastructures are run by hosting providers – whom we picked carefully. We turn off and limit any sort of user tracking or identification to the extent that such a hosted or shared web server allows us to do technically. Our goal has always been to provide old-school quasi-static content available to anonymous users.

We have no technical or procedural control over the underlying technology of social media profiles on facebook, LinkedIn, XING, and Google+ – so we refer to their data privacy statements.

We are regularly re-visiting platform and configuration choices and re-evaluate risks.

Limits of free consulting

We provide very detailed technical information on our websites. This should allow potential clients to evaluate if they want to engage with us, and it might even allow DIY enthusiasts to build and configure systems without our support. But beyond that, we don't provide free consulting, prepare detailed concepts for pitches, or answer detailed unsolicited questions per e-mail.

Orders and payment

We compile a tailor-made offer in writing for each project. Prices provided on our website are non-binding, and quotes are subject to change unless indicated otherwise. Orders have to be placed in writing (e-mail is sufficient), and each work package listed in a quote can be ordered separately. For fixed-price packages an order is placed by a down payment of 50%.

We invoice per deliverable or based on time & material per month. If we can deliver only a part of the agreed deliverables, we will charge clients for that part only. If payments are delayed we may charge overdue fines according to standard banking practices and we halt delivery of our services.

Prices quoted on our website include 20% Austrian value added tax – applicable to clients located in Austria and private clients situated in other EU countries. Depending on the location of the client's site and the client's state as a private or business customer different provisions may apply.

Quality standards

We adhere to minimum quality and security standards. Related deliverables cannot be deselected by clients. In particular, this applies to 1) Quality management and documentation, and 2) Risk analysis, risk mitigation and providing for contingencies.

Ongoing collaboration, communication, and availability

Deadlines are agreed upon by punktwissen and their clients; for each project a principal point of contact is designated. We work efficiently, and react quickly, in particular in critical stages of a project. We aim at resolving any unexpected issues or delays informally and cordially. In return, we also expect open and communication of any changes.

As we are working in projects in parallel and schedule appointments with different clients we cannot offer support services based on guaranteed response time or availability. A seemingly 'small' delay caused by a client can result in considerable delay of punktwissen's delivery.

Deadlines shall be extended if caused by events beyond control of punktwissen, such as Force Majeure, delays caused by clients, non-functioning hardware or software provided by the client, or missing or incomplete requirements. Delayed delivery does not allow for price reduction.

Rectification of deficiencies, warranty, and liability

We provide services as professionals (§1299 ABGB – Austrian General Civil Code), and we are thus accountable for and entitled to correcting deficiencies that are detected after delivery.

If punktwissen is accountable for deficiencies, clients are entitled to complimentary correction within warranty period set forth by law, provided the following: 1) punktwissen is notified in writing without undue delay, and 2) punktwissen is given access to systems and an option to analyze and correct deficiencies.

We cannot be held liable for damages, errors, or malfunctions resulting from improper handling or operations of hardware or software components by the client or third parties, from changes to systems' configuration, interfaces and parameters not agreed upon with punktwissen, or from changes / updates made by third-party vendors of hardware and software.

Our goal is to work on quick and unbureaucratic resolution of issues. Extrapolating from our long-term experience in troubleshooting systems' interfaces we know that working on a solution constructively is often commercially more reasonable than searching for an alleged culprit – that is hard to track down anyway in a thicket of internetworked solutions.

Clients' data, privacy, and intellectual property

We only keep records / store data for persons or companies we did business with or who contacted us actively, and we use clients' data solely for providing services we have been contracted for.

We consider clients' information confidential if marked as such or if it ought to be treated as confidential in case of disclosure in good faith. punktwissen is not liable for breaches of data privacy if such data have been disclosed by another source or if they have become publicly available in a process not related to the business relationship with punktwissen. Content, documents, or software developed by punktwissen in a project is exempt from this clause if it does not contain clients' confidential data.

Clients' data are subject to an ongoing data lifecycle management process, in line with applicable data protection laws and retention periods set forth by Austrian / EU commercial law.

Clients' data provided to punktwissen are stored on computers owned by punktwissen as well as on the systems operated by cloud computing providers. We evaluate related risks on a regular basis and reply with details about stored data and our data management processes upon request.

Clients' use of deliverables provided by punktwissen in projects

Deliverables – like: tailor-made technical designs, documents, software - are for clients' personal or internal business use only. Clients are granted is a non-exclusive, non-transferable, non-assignable license to use these deliverables.

punktwissen owns the deliverables and retains any world-wide right to re-use, modify, or sublicense them. This includes the right to distribute a sanitized version of deliverables, provided the distributed content does not contain clients' confidential information.

Re-use by clients for any other purpose is prohibited unless punktwissen has given consent to a specific way of re-use in writing. This includes forwarding to third-parties, public disclosure or modifications. In particular, clients are not allowed to use deliverables in setting up their own businesses in related fields, publication on their own websites or blogs, usage of content or images in presentations to whatever target group – no matter if the organization involved is non-profit or commercial.

Applicable law: Defined by punktwissen's location.

Agreements between punktwissen and clients is governed by Austrian Law. This also holds if services are delivered to or at a client's site in a different country.