



**Developing your software. Great people building it together.**

**TERMS + CONDITIONS – VISION THING Group:**

VISION THING – Owner Tim Harder, VISION THING AI – Owner Tim Harder, VISION THING Freedom gUG i.G.

**Terms + Conditions of VISION THING Group, VISION THING, VISION THING AI + VISION THING Freedom gUG i.G..**

**TERMS + CONDITIONS**

<p><b>Confidentiality</b></p> <ol style="list-style-type: none"> <li><b>Confidentiality:</b> The Customer/Partner undertakes to treat all confidential information and trade secrets of all companies within the VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, as strictly confidential. This obligation extends beyond the duration of the business relationship.</li> <li><b>Usage Restrictions:</b> Confidential information may only be used for the purpose for which it was disclosed and may not be disclosed to third parties without express written consent. The Customer/Partner undertakes to take reasonable measures to ensure the confidentiality of this information.</li> <li><b>Return or Destruction:</b> Upon termination of the business relationship or at the request of all companies within the VISION THING Group, all confidential information, including copies or records, must be promptly returned or destroyed.</li> </ol>	<p><b>Billing and Payment</b></p> <ol style="list-style-type: none"> <li><b>Time-Based Billing:</b> All services at VISION THING Group and its companies, including VISION THING, VISION THING AI, and VISION THING Freedom, are provided based on the time worked unless expressly agreed otherwise in the contract.</li> <li><b>Payment Terms:</b> The entire invoice amount must be transferred to the account specified by VISION THING Group, VISION THING, VISION THING AI, and VISION THING Freedom by the due date. Any bank fees or transfer costs are the responsibility of the Customer/Partner.</li> </ol>
<p><b>Limitation of Liability</b></p> <ol style="list-style-type: none"> <li><b>General Limitation of Liability:</b> The VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, shall not be liable for indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the services provided or the use of the provided software. This includes, among other things, lost profits, data loss, business interruptions, or damage to reputation.</li> <li><b>Maximum Amount:</b> The total liability of the VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, in relation to any claims arising from the services provided or the use of the provided software is limited to the amount paid by the Customer/Partner for the relevant services within the last six (6) months prior to the incident giving rise to liability.</li> <li><b>Indemnification:</b> The Customer/Partner agrees to indemnify and hold the VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, harmless from all claims, demands, lawsuits, or losses arising from the use of the services or the software.</li> </ol>	<p><b>Data Privacy</b></p> <ol style="list-style-type: none"> <li><b>Data Privacy Policy:</b> VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, respects the privacy and data protection of its customers/partners. Our data privacy practices are detailed in our Data Privacy Policy, which is available on our website.</li> <li><b>Data Collection and Use:</b> As part of providing our services, personal data may be collected. These data will only be used in accordance with applicable data protection laws and our Data Privacy Policy. The Customer/Partner agrees that certain information may be collected and processed for administrative, contractual, and business purposes.</li> <li><b>Data Sharing:</b> VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, does not disclose personal data to third parties unless necessary for the provision of the agreed-upon services or required by law. Our Data Privacy Policy contains further information on how we handle personal data.</li> <li><b>Data Security:</b> We take reasonable technical and organizational measures to ensure the security of collected data and protect it from unauthorized access or misuse. However, no data transmission over the Internet is entirely secure, and VISION THING Group cannot guarantee the security of transmitted data.</li> </ol>



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<p><b>Warranty</b></p> <ol style="list-style-type: none"> <li><b>No Warranty:</b> The VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, does not provide any express or implied warranties regarding the services or the provided software, including but not limited to suitability for a particular purpose, non-infringement of third-party rights, and functionality. The services billed and provided are based on time spent and not on the delivery of a specific work or project.</li> </ol>	<p><b>Workplace Health and Safety</b></p> <ol style="list-style-type: none"> <li><b>Occupational Health and Safety:</b> We place great importance on the health and well-being of our employees. We commit to taking all necessary measures for occupational health and safety in accordance with applicable laws and regulations.</li> <li><b>Ergonomics and Workplace Design:</b> We strive to create ergonomic workspaces that contribute to the health of our employees. When designing workspaces, we consider proper posture, lighting, and ergonomic tools.</li> <li><b>Health Promotion:</b> We support the health of our employees through targeted health promotion measures. These may include regular health checks, sports and fitness offerings, and informational events on health-related topics.</li> <li><b>Work Schedule Management:</b> We aim for a balanced work schedule to promote the work-life balance of our employees. Overtime is avoided as much as possible, and break times are observed.</li> <li><b>Stress Management:</b> We offer stress management and relaxation opportunities to support the mental health of our employees. This may include mentoring programs, stress management training, and psychological counseling.</li> <li><b>Communication and Feedback:</b> We value open communication and encourage our employees to address any concerns or issues related to their workplace health. Feedback is taken seriously and, where possible, incorporated into decisions regarding workplace design.</li> <li><b>First Aid and Emergency Measures:</b> We ensure that there are sufficient first-aid materials and trained personnel available to respond appropriately in cases of injuries or medical emergencies.</li> <li><b>Prevention and Training:</b> We provide regular training and education to keep our employees informed about health-related topics, occupational health and safety, and workplace health.</li> <li><b>Confidentiality:</b> Employee health data is treated as strictly confidential and is only used for legally required purposes. Disclosure to third parties occurs only with explicit consent or in legally regulated cases.</li> <li><b>Customer Commitment:</b> Our customers commit, as part of the business relationship, to consider the health and safety of our employees and take all reasonable measures to ensure their health and safety.</li> <li><b>Contact:</b> For questions or concerns related to workplace health, our employees can contact <a href="mailto:info@visionthing.tech">info@visionthing.tech</a></li> </ol>
<p><b>Payment Terms</b></p> <ol style="list-style-type: none"> <li><b>Invoice Due Dates:</b> Invoices are due immediately unless expressly agreed otherwise in writing and mutually agreed upon. Billing is always based on hours worked and not on completed works or projects.</li> </ol>	
<p><b>Privacy and GDPR Clause</b></p> <ol style="list-style-type: none"> <li><b>Data Privacy:</b> We take the protection of your personal data seriously. In the collection, processing, and use of your data, we adhere to applicable data protection regulations.</li> <li><b>Collection and Use of Personal Data:</b> In the course of our business relationship, we store and use personal data solely for the purpose of fulfilling the contract. This may include the processing of contact information, payment details, and other relevant information.</li> <li><b>Legal Basis:</b> The processing of your data is carried out in accordance with the GDPR. The legal basis may also be the fulfillment of a contract or the protection of legitimate interests.</li> <li><b>Third-Party Service Providers:</b> To provide our services, we may engage third parties such as shipping service providers or payment processors. These third parties will only receive the information necessary for task fulfillment.</li> <li><b>Data Security:</b> We implement appropriate technical and organizational measures to ensure the security of your data and protect it from unauthorized access or misuse.</li> <li><b>Data Storage:</b> We will only store your data for as long as necessary to fulfill the agreed-upon purposes or as required by legal retention obligations.</li> </ol>	



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<p><b>Information and Data Subject Rights</b></p> <ol style="list-style-type: none"> <li>7. <b>Right to Information and Data Subject Rights:</b> You have the right to request information about your stored data and, if necessary, request their correction, deletion, or restriction of processing.</li> <li>8. <b>Consent and Revocation:</b> If we process your data based on your consent, you can revoke this consent at any time.</li> <li>9. <b>Contact:</b> For questions regarding data protection or the exercise of your data subject rights, you can contact our data protection officer at [Contact Information].</li> <li>10. <b>Right to Lodge a Complaint:</b> If you believe that the processing of your personal data violates data protection regulations, you have the right to lodge a complaint with the relevant supervisory authority.</li> </ol>	
<p><b>Protection of Investment</b></p> <ol style="list-style-type: none"> <li>1. <b>Protection of Expertise and Investment:</b> The Customer/Partner acknowledges and agrees that employees of all companies within the VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, possess valuable and specialized expertise acquired through extensive training and experience. The Parties agree that protecting this investment is of paramount importance to the VISION THING Group.</li> <li>2. <b>Poaching, Placement in Permanent Employment, or Hiring:</b> In the event of the direct hiring, placement, or poaching of an employee from all companies within the VISION THING Group, including VISION THING, VISION THING AI, and VISION THING Freedom, by the Customer/Partner or by third parties in a business relationship with the Customer/Partner, the Customer/Partner undertakes to pay a contractual penalty in the amount of EUR 50,000 to the VISION THING Group.</li> <li>3. <b>Lump Sum and Damages:</b> The contractual penalty serves as an independent lump sum and does not constitute compensation for actual damages. The Parties acknowledge that predicting the actual damage is difficult, and therefore, the contractual penalty is considered a reasonable estimate.</li> <li>4. <b>No Release from Other Obligations:</b> Payment of the contractual penalty does not release the Customer/Partner from fulfilling other contractual or legal obligations.</li> <li>5. <b>Duration:</b> This contractual penalty clause remains valid even after the termination of the business relationship between the Parties and all companies within the VISION THING Group, including VISION</li> </ol>	



**VISION THING**  
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A Division of VISION THING GROUP

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Date: August 2023