

1. Scope and Contracting Parties

1.1 Contracting parties

These General Terms and Conditions (GTC) apply to all contracts between the Contractor (hereinafter the "Contractor")

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and its customers. Customers within the meaning of these GTC are both consumers and business customers. Business customers who commission services from the Contractor are referred to in these GTC as "Clients".

These GTC apply to all current and future business relationships. The legal jurisdiction is Austria.

1.2 Scope

These General Terms and Conditions apply to all contracts between the Contractor and its customers and cover in particular the following services:

- UX design, UX consulting, UX research
- Strategic and operational business consulting in a digital context
- Trainings, workshops, courses and talks
- Coaching and mentoring in the fields of UX, product development and digitalisation
- Digital products and content (e.g. templates, guides, online courses)
- Physical products (e.g. books)

Business consulting is provided exclusively in a strategic, conceptual and facilitating capacity. Legal, tax or financial advice is not owed unless expressly and separately agreed by contract.

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision that comes closest to the economic purpose of the invalid provision shall be deemed agreed.

1.3 Deviating terms and conditions

Conflicting general terms and conditions of the Client are invalid unless they are expressly acknowledged in writing by the Contractor.

1.4 Principles of cooperation

The cooperation is carried out in a spirit of partnership, transparently and on an equal footing. It is expressly agreed that the cooperation does not create any relationship of dependency, in particular neither an employment relationship nor any economic or organisational dependency of the Client on the Contractor or its services.

The aim of the services is to develop sustainable, user-centred solutions, in particular in the fields of UX, research and business consulting.

2. Conclusion of Contract

A contract is concluded by:

- submitting an online order, or
- accepting an offer, or
- placing a binding written order by e-mail,
- binding written registration, or
- booking workshops, courses, coaching or mentoring.

Participation or booking is only possible if the consumer has reached the age of 18. If the consumer is a minor, the prior consent of a legal representative is required. If the required consent of a legal representative is missing, the contract is provisionally invalid (Sections 865, 170 of the Austrian Civil Code, ABGB) and will not be performed until it has been approved. Without approval, the contract may be reversed.

3. Services of Dr. Christiane Moser

3.1 Scope of services

The exact scope of services is defined individually in the offer or in the order confirmation. It results from:

- the offer,
- the service description,
- the booking page, or
- the order confirmation.

As a rule, the engagement ends upon completion of the project and the corresponding invoicing.

Where an hourly quota (project-related) has been agreed, the engagement ends when the quota has been fully used or when the agreed service period expires, whichever occurs first. Unused hours expire at the end of the service period unless otherwise agreed.

In the case of retainer agreements (ongoing cooperation), a continuous quota of hours or services is made available per billing period. The retainer ends upon expiry of the agreed term or by ordinary termination in accordance with the individual agreement. As a rule, unused hours expire at the end of the respective billing period unless otherwise agreed.

3.2 Provision of services

Unless expressly agreed otherwise, the Contractor's services are services (Dienstleistungen) and do not owe any specific economic or measurable result. A specific result (work, Werk) is only deemed to be owed if this has been expressly agreed in writing.

The Contractor provides the agreed services on its own responsibility and is free to organise its work and to determine its working hours and place of work. The Contractor is not personally bound by instructions from the Client.

Changes or extensions to the scope of services require coordination between the parties and are generally recorded in writing (e.g. by e-mail). The Contractor is entitled to invoice additional services at the agreed hourly rate or on the basis of a separate offer.

Within the agreed scope of services, services may be reallocated in consultation with the Client, provided this is objectively reasonable and serves the project goal. Such a reallocation may affect priorities, schedules and individual deliverables.

3.3 Substitution

The Contractor is entitled to have the tasks incumbent upon it performed in whole or in part by qualified third parties. The third party is paid exclusively by the Contractor itself. No direct contractual relationship of any kind arises between the third party and the Client. The contractual obligations and liability towards the customer remain unaffected by this and continue to lie with the Contractor.

The Contractor undertakes to bind any third parties it engages to confidentiality accordingly and to ensure that they comply with the confidentiality provisions to the same extent.

3.4 Non-solicitation

The Client undertakes, during this contractual relationship and until one year after its termination, not to enter into any business relationship of any kind with persons or companies that the Contractor uses to fulfil its contractual obligations. In particular, the Client will not commission these persons and companies to provide consulting services that are the same as or similar to those also offered by the Contractor.

3.5 Reporting

The Contractor undertakes to report to the Client on its work, the work of its employees and, where applicable, the work of commissioned third parties, in line with the progress of the work.

Where a final report has been agreed, the Client will receive it within a reasonable period after completion of the engagement, i.e. two to four weeks depending on the nature and scope of the consulting engagement.

The Client will be informed in good time when the quota agreed in the offer is nearing its end.

3.6 Availability and response times

Unless expressly agreed otherwise, services are provided during normal working hours (working days, Monday to Friday). The specific prioritisation of requests is carried out within the agreed capacities and project arrangements.

The Contractor endeavours to respond to enquiries generally within 2 working days. Shorter response times or binding availability hours apply only if they have been expressly set out in writing in the respective offer or in a retainer agreement.

4. Client's Duties to Cooperate

4.1 Cooperation

The Client shall ensure that the organisational conditions for fulfilling the consulting engagement at its place of business or remotely allow work that is as undisturbed as possible and conducive to the rapid progress of the consulting process.

The Client will also inform the Contractor comprehensively about consulting services previously carried out and/or currently in progress – including in other specialist areas. The Client undertakes to provide all necessary information, access and materials.

The Client shall ensure that, even without a specific request, the Contractor is provided in good time with all documents necessary for the fulfilment and execution of the consulting engagement and is informed of all events and circumstances that are relevant to the execution of the consulting engagement. This also applies to all documents, events and circumstances that only become known during the consultant's work.

Where required for the provision of the services, the Client shall provide all necessary access, tools, software licences and technical permissions in good time and in working order. If paid tools or licences are required for this, the Client shall bear the resulting costs unless otherwise agreed.

Delays or additional effort resulting from access or licences not being provided, or being provided late, are not the responsibility of the Contractor and may lead to adjustments to schedules.

4.2 Duty to inform

The Client shall ensure that its employees and the statutory employee representation body (works council), where one has been established, are informed of the Contractor's work before it begins.

4.3 Delays

Duties to cooperate that the Client fails to fulfil, or fulfils late, may lead to delays. Additional effort may be invoiced.

4.4 Duty of care

The Client shall check delivered products, documents or digital content for errors without delay.

5. Prices & Payment Terms

5.1 Retainer model

The Contractor may offer services as part of retainer or support packages. These comprise a monthly quota of hours or services agreed in advance and, where applicable, additional services such as regular coordination meetings or prioritised handling of requests.

The agreed quota must be used within the respective billing period unless expressly agreed otherwise. Unused services expire at the end of the respective period or are carried over to the next period only if this has been agreed.

Retainer agreements may include a minimum term. The specific term, the volume of services and the conditions are set out in the respective offer or individual agreement.

The services provided under the retainer are prioritised in consultation with the Client and may be flexibly reallocated within the agreed area of activity. The Contractor reserves the right to define the specific design of retainer services (e.g. prioritisation, availability, response times) separately in the offer.

5.2 Prices

The prices valid at the time the contract is concluded apply. Price changes apply exclusively to future contracts and bookings.

All prices are as follows:

- **EU/CH/UK:** Prices shown are final prices including statutory VAT for consumers (B2C). For B2C supplies within the EU, VAT is charged in the country of destination under the One-Stop-Shop (OSS) scheme.
For business customers (B2B), all prices are net prices plus statutory VAT. Business customers established in Austria are charged Austrian VAT. For business customers established in another EU member state who provide a valid VAT ID, invoicing is carried out under the reverse-charge procedure where the statutory requirements are met; in this case, the tax liability passes to the recipient of the service and the invoice is issued net with a corresponding note. If no valid VAT ID is provided, VAT is charged at the statutory rate. For business customers established in a third country (e.g. Switzerland, United Kingdom), the VAT treatment is governed by the applicable statutory provisions.
- **USA/Canada:** Prices are subject to the applicable sales tax or GST/HST/PST, which are calculated automatically at checkout. Tax registration obligations are governed by the respective state regulations ("nexus rules").

The Contractor will in each case issue an invoice that entitles the recipient to deduct input tax and contains all legally required details.

5.3 Fees/invoicing

Hours worked are invoiced monthly, always at the end of the month, or upon completion of the agreed work. Where an hourly fee has been agreed, invoicing is based exclusively on the hours actually worked. Hours not used will not be invoiced.

If the agreed work is not carried out in full for reasons attributable to the Client, or due to a justified early termination of the contractual relationship by the Contractor, only

those services that have actually been provided up to the time of termination shall be remunerated.

Any cash outlays, expenses and travel costs incurred shall be reimbursed additionally by the Client. They are invoiced against presentation of the corresponding receipts and passed on without VAT.

The Contractor is entitled to send invoices to the Client in electronic form as well. The Client expressly agrees to receive invoices from the Contractor in electronic form.

5.4 Payments

Payments are due immediately upon invoicing unless otherwise agreed.

5.5 Default in payment

In the event of default in payment, the Contractor reserves the right:

- to block access to services,
- to charge default interest,
- to withhold further services.

6. Trainings, Workshops, Courses or Events

6.1 Registration

Registrations are considered in the order in which they are received. A contract is only concluded upon confirmation or payment.

6.2 Payment terms

The participation fee must be paid in full before the start.

6.3 Cancellation/withdrawal

After expiry of the statutory right of withdrawal, the following cancellation terms apply to consumers:

- up to 14 days before the start: free of charge
- 13 – 1 days before the start: 50% of the agreed fee
- on the day of the service or in the event of a no-show: 100% of the fee, unless lower damage is proven.

Cancellation terms for business customers

- up to 14 days before the start: free of charge
- 13 – 1 days before the start: 50% of the costs
- day of the event/no-show: 100% of the costs

A substitute participant may be named free of charge.

6.4 Cancellation by Dr. Christiane Moser

In the event of cancellation for good cause (e.g. illness, insufficient number of participants), the participation fee will be refunded in full. Further claims exist only if we are guilty of intent or gross negligence. Any other claims are excluded.

6.5 Digital live trainings

Customers are themselves responsible for the technical requirements.

6.6 Content

The content of trainings, workshops, courses, coaching or mentoring may be adapted for didactic reasons. The Contractor is entitled to adapt the content and procedure of services for objective reasons (e.g. updates, quality improvements, organisational necessities), provided that these changes are reasonable for the customer and do not impair the essential content of the contract. Customers will be notified of significant changes in good time in advance. Contracts that have already been confirmed remain unaffected.

7. Digital Products

7.1 Provision

After payment, digital products are made available to customers via the shop, a download link or by e-mail.

7.2 Withdrawal

Customers expressly agree that performance of the contract begins before the withdrawal period expires (Section 18(1)(11) of the Austrian Distance and Off-Premises Contracts Act, FAGG) and confirm that they thereby lose their right of withdrawal. This consent is documented and made permanently available to customers. This applies in particular where digital content has already been downloaded or viewed.

7.3 Copyright

All materials, content, presentations, videos and documents are protected by copyright.

7.4 Right of use

Customers receive a simple (non-exclusive), non-transferable right of use for the content to be used by the expressly authorised person. Sharing within a company or with third parties is only permitted if this has been expressly agreed by contract.

Customers may not use the website, trainings or products for:

- unlawful purposes
- distributing malware
- harassing other participants
- unauthorised recording or distribution of content

In the event of serious or repeated breaches of the GTC, access may be temporarily blocked or the contract terminated for cause, following a prior warning with a reasonable period to remedy the breach.

Access is blocked immediately only in the case of particularly serious breaches (e.g. criminal offences, security risks). In other cases, a warning with a reasonable period is issued first.

7.5 Sharing

Any sharing with third parties, publication or commercial use requires prior written consent.

8. Physical Products (Books)

8.1 Shipping & delivery

Delivery times are stated on the website or during the ordering process.

8.2 Customs & import duties

For deliveries to the USA, Canada, the UK and Switzerland, additional charges may apply, which are to be borne by the customers.

8.3 Transfer of risk

For consumers, risk passes only upon handover.

For business customers, upon handover to the carrier.

8.4 Copyright

All content of this book is protected by copyright.

8.5 Right of use

Customers receive the right to use the purchased book and its content exclusively for their own use. Reproduction, in particular by copying, scanning or digital storage, is prohibited unless permitted by law.

8.6 Sharing

Commercial use, public communication or publication of the content is not permitted without the prior written consent of the rights holder. The right to resell the physical copy remains unaffected.

9. Right of Withdrawal for Sections 6/7/8 (EU/UK/CH)

9.1 EU, UK & Switzerland

Consumers resident in the EU, the UK or Switzerland have a 14-day right of withdrawal from conclusion of the contract (Section 11 FAGG).

The right of withdrawal expires early (Section 18(1)(11) FAGG) if

- you expressly agree that provision begins before the period expires.
- you confirm that you are aware of losing the right of withdrawal if provision begins early.
- the goods are personalised.
- digital content has been viewed or downloaded.
- trainings/courses/workshops/events have been provided in full.

In the event of withdrawal after the provision of services has begun, reasonable compensation must be paid for the services provided up to the time of withdrawal (Section 18(3) FAGG).

Business customers have no right of withdrawal under distance selling law.

9.2 USA/Canada

Voluntary cancellation rules apply in accordance with our refund policy, which is available at <https://trainings.christianemoser.at/policies/refund-policy>.

10. Accuracy of Customer Information for Online Bookings

The Contractor reserves the right to refuse or cancel any booking of offers. It may limit quantities per person, company or booking, in particular where dealer, reseller or distributor activity is suspected. This applies to bookings from the same account, the same payment method or identical addresses.

If a booking is changed or cancelled, the Contractor will notify customers using the e-mail address, billing address or telephone number provided at the time of booking. A booking that appears abusive at the Contractor's discretion may be restricted or prohibited.

Customers undertake to provide current, complete and accurate purchase and account information for all purchases, including name, address, e-mail and payment details (e.g. IBAN, credit card). This data must be updated promptly so that transactions can be completed, invoices issued (Section 14 of the Austrian VAT Act, UStG) and customers contacted. False information entitles the Contractor to terminate the contract with immediate effect.

11. Comments, Feedback and Other Submissions

11.1 Feedback

Customers grant a simple (non-exclusive) right of use, unlimited in time and territory, for non-personal feedback. Feedback containing an image, voice or other personal characteristics is used exclusively with separate written consent.

There is no obligation to treat feedback confidentially, to pay remuneration for feedback or to respond to feedback.

The Contractor reserves the right, but is not obliged, to monitor, edit or remove content that, at its own discretion, is deemed unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable, or to infringe intellectual property rights or these General Terms and Conditions.

Customers warrant that their feedback does not infringe any third-party rights, in particular copyright, trademark, data protection or personality rights, and does not contain any unlawful, offensive, hateful or obscene material or any malware that could impair the operation of our services. They may not use a false identity or provide misleading information about the origin of the feedback. Customers are solely responsible for the content and accuracy of the contributions submitted.

11.2 Liability

The Contractor accepts no liability for comments or other content published by customers or third parties.

11.3 Use of testimonials

Feedback or testimonials containing personal data (e.g. name, image, video, voice) are used for advertising or marketing purposes exclusively on the basis of separate, expressly granted consent of the customers in accordance with data protection law. Without such separate consent, nothing will be published. Consent may be withdrawn at any time with effect for the future.

This consent covers editing and combination with other elements and may be withdrawn at any time by e-mail to cux@christianemoser.at. After withdrawal, the content will be removed promptly. Fabricated or manipulated testimonials are not permitted.

12. Warranty

12.1 Defects

The Client must report any defects in writing, with a description of the defect, without delay and in any case within 14 days of delivery/performance by the Contractor, and hidden defects within 14 days of their discovery; otherwise the service is deemed approved. In that case, the assertion of warranty claims and claims for damages, as well as the right to contest on grounds of error due to defects, is excluded. This claim of the Client expires six months after the respective service has been provided.

12.2 Remedy

Irrespective of fault, the Contractor is entitled and obliged to remedy any inaccuracies and defects in its services that become known, within the scope of the statutory warranty.

13. Liability

The Contractor undertakes towards the Client to perform its services carefully and professionally in accordance with recognised methods of the UX and consulting industry.

13.1 Negligence

The Contractor is liable to the Client for damage – with the exception of personal injury – only in the event of gross fault (intent or gross negligence). This applies mutatis mutandis to damage attributable to third parties engaged by the Contractor.

In the event of slight negligence, the Contractor is liable – with the exception of personal injury – only for breach of material contractual obligations (cardinal obligations), and limited to compensation for typical, foreseeable damage.

This limitation does not apply to consumers pursuant to Section 6(1)(9) of the Austrian Consumer Protection Act (KSchG) or comparable international provisions. The statutory provisions apply to consumers. The limitations of liability do not apply to damage

arising from injury to life, body or health, nor to claims under the Austrian Product Liability Act.

13.2 Limitation of liability

Liability for indirect damage, consequential damage, loss of profit or loss of data is excluded to the extent permitted by law, unless there is intent or gross negligence.

13.3 Maximum liability amount

To the extent permitted by law, the Contractor's liability towards business customers is limited in amount to the respective order value or the remuneration agreed for the specific project.

13.4 Data and IT systems

The Contractor is not liable for damage arising from the loss of data where the damage is attributable to the Client having failed to take appropriate, state-of-the-art data backup measures.

The Client is itself responsible for the backup, recoverability and integrity of data, systems and content.

13.5 Third-party providers and tools

The Contractor is not liable for the services, availability or content of third-party providers, software solutions or external tools (e.g. hosting, CMS, analytics or design tools) unless these are operated by the Contractor itself.

Such third-party providers are used at the Client's own risk and are subject to their respective terms of use.

13.6 Limitation period

Claims for damages by business customers must be asserted in court within one year of becoming aware of the damage and the party responsible, but at the latest within the statutory periods.

The statutory limitation periods apply to consumers.

14. Ownership and Copyright

14.1 Protection of concepts & ideas

If the Contractor is invited by the potential Client to create a concept before a contract is concluded, and the Contractor accepts this invitation before the contract is concluded, the following applies:

1. The invitation and its acceptance already give rise to a contractual relationship ("pitching contract") to which these GTC apply.
2. The potential Client acknowledges that, by creating the concept, the Contractor is already providing cost-intensive advance services without any remuneration necessarily having been agreed.

3. The concept and its linguistic and graphic components are protected by copyright. Use, reproduction or adaptation is not permitted without the prior express consent of the Contractor, to the extent permitted by law.
4. The concept may also contain ideas, approaches and elements that do not in themselves reach the level of originality required for copyright protection. These are nevertheless an essential part of the Contractor's conceptual and strategic work. The potential Client undertakes not to use or exploit these elements either, nor to pass them on to third parties, without the prior express consent of the Contractor. This applies in particular to conceptual approaches, UX/product ideas, design approaches, graphics, illustrations and comparable components.

14.2 Ownership and rights of use

All services of the Contractor, including those from UX artefacts (concepts, user flows, wireframes, prototypes, research analyses and comparable documentation) or presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles), as well as individual parts thereof, remain the property of the Contractor, as do the individual work pieces and original drafts, and may be reclaimed at any time – in particular upon early termination of the contractual relationship.

By paying the fee, the Client acquires the right of use for the agreed purpose. If the Client uses the Contractor's services before that time, such use is based on a loan relationship that may be revoked at any time. In the case of partial payments, instalment payments or ongoing remuneration models (e.g. retainers), the right of use arises pro rata to the extent that the services provided and paid for have been handed over.

The handover of open, editable working files (e.g. Figma, Miro, project files) is only part of the scope of services if this has been expressly agreed in writing. As a rule, the Contractor only owes the provision of the final results in a common, non-editable format (e.g. PDF, PNG or prototype links).

If open files are handed over, this is done, at the Contractor's choice, either within the infrastructure provided by the Client or in a freely accessible format. There is no entitlement to the use of specific software solutions, in particular paid ones. Upon handover, the Contractor's liability for the integrity and functionality of the files ends; no liability is accepted for subsequent changes made by the Client or third parties.

The Contractor reserves the right to reuse generic methods, know-how, UX patterns and reusable concept building blocks in future projects, provided that no confidential information of the Client is affected.

14.3 Copyright

Changes to or adaptations of the Contractor's services, such as in particular their further development by the Client or by third parties working for the Client, are only permitted with the express consent of the Contractor and – where the services are protected by copyright – of the author.

14.4 Research results and findings

Data collected, findings and results from UX research, analyses or consulting services may be used by the Client for its own purposes without restriction. The Contractor is

entitled to use these results in anonymised form for reference, research or training purposes, provided that no conclusions can be drawn about the Client or confidential information.

15. Data Protection

The Contractor processes the Client's personal data in compliance with the applicable data protection provisions, in particular the General Data Protection Regulation and applicable national data protection laws.

The privacy policy for online bookings is available at <https://trainings.christianemoser.at/policies/privacy-policy> (GDPR).

15.1 Data processing for the performance of the contract

Personal data is processed exclusively for the purpose of performing the contract, carrying out pre-contractual measures and fulfilling legal obligations. The Contractor takes appropriate technical and organisational measures to protect personal data against loss, misuse and unauthorised access.

The following are processed in particular:

- contact details (name, e-mail, telephone number)
- company data
- project-related information

15.2 Use of third-party providers and tools

The Contractor is entitled to use suitable third-party providers and tools (e.g. hosting, analytics, design or collaboration tools) to provide the services, in consultation with the Client. The Contractor is entitled to use suitable AI-supported tools in the course of providing the services (e.g. for analysing, structuring or evaluating data and for supporting conceptual and text work). They are used exclusively in a supporting capacity and with due professional care. No automated decision-making takes place without professional review by the Contractor.

Personal data or confidential information of the Client is only entered into external AI tools if this is necessary for the provision of the services and the data protection requirements, in particular under the GDPR, are complied with. Where possible, the data is anonymised or pseudonymised.

Since AI-based results are based on existing data, no guarantee can be given for their absolute uniqueness or their eligibility for trademark protection. Liability for the infringement of third-party rights by AI-supported (partial) results is excluded to the extent permitted by law.

If the Client wishes to exclude the use of certain AI tools or the processing of data in such systems, this must be communicated in writing in advance. In this case, there may be limitations in the scope, duration or efficiency of the services.

The Client may provide the Contractor with its own AI tools or systems for use in the course of the cooperation. In this case, they are used in accordance with the Client's specifications and terms of use.

15.3 Further information

Further information on data processing can be found in the Contractor's privacy policy.

15.4 Confidentiality (NDA)

The Contractor and the Client undertake to treat all confidential information that becomes known in the course of the cooperation as strictly confidential.

This provision applies if and to the extent that no separate written non-disclosure agreement (NDA) has been concluded between the parties. In that case, the provisions of the separate NDA take precedence over this provision.

Confidential information includes in particular, but not exclusively:

- business and trade secrets
- strategies, concepts and internal processes
- UX research data, test results and user information
- non-public product or development information
- access credentials, internal documents and comparable information

The confidential information may be used exclusively for the performance of the respective contract and may not be passed on to third parties without the prior written consent of the other party. This obligation continues to apply for a period of 3 years after termination of the contractual relationship, unless mandatory statutory confidentiality obligations provide for a longer period.

Excluded from confidentiality is information that:

- is publicly accessible or becomes public without breach of contract,
- was already lawfully known,
- must be disclosed due to statutory obligations.

16. Final Provisions

I reserve the right to amend these GTC to the extent necessary to adapt them to legal, technical or economic developments. Customers will be notified of changes in text form. For consumers, the amended terms apply only if they agree to the change or continue to use the services after notification. Business customers may object to changes within 14 days; otherwise the changes are deemed approved.

There are no oral side agreements. Statutory rules giving precedence to individual agreements remain unaffected. Should individual provisions be invalid, the remainder of the GTC shall remain valid.

17. Place of Jurisdiction & Applicable Law

17.1 Law

Contracts with business customers are governed exclusively by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for business customers is Salzburg.

For consumers, the mandatory consumer protection provisions of the country in which the consumer has their habitual residence apply. For consumers, jurisdiction is governed by the applicable international provisions (e.g. the Brussels Ia Regulation). No agreement on jurisdiction is made to the detriment of consumers.

17.2 Place of jurisdiction

If the Client is an entrepreneur within the meaning of the Austrian Commercial Code (Unternehmensgesetzbuch, UGB), the court in Salzburg, Austria, having subject-matter jurisdiction is agreed as the exclusive place of jurisdiction.

17.3 Miscellaneous

For consumers outside the EU/CH/UK, the mandatory statutory protective provisions of their country apply.