

General Terms and Conditions

Ontalents - Products

of ontalents GmbH, 1190 Vienna, Hofzeile 3/1/11

Valid from: 1 January 2026

§ 1 Scope and validity

(1) These General Terms and Conditions apply to all offers, deliveries and services provided by ontalents GmbH, Hofzeile 3/1/11, 1190 Vienna ('ontalents').

(2) The terms and conditions apply exclusively to entrepreneurs within the meaning of § 1 UGB (Austrian Commercial Code), legal entities under public law, organisations and freelancers. Consumers within the meaning of the Austrian Consumer Protection Act (KSchG) are excluded.

(3) Deviating or supplementary terms and conditions of the client shall not apply, even if ontalents does not expressly object to their validity.

(4) These terms and conditions shall also apply to all future contractual relationships without the need for a renewed reference.

§ 2 Conclusion of contract and language

(1) Offers made by ontalents are subject to change and non-binding unless they are expressly designated as binding.

(2) The contract is concluded upon written order confirmation by ontalents or – for orders placed via the webshop – upon completion of the electronic ordering process.

(3) The language of the contract, orders and all business communications shall be German. English may also be used. Other languages will not be accepted.

§ 3 Prices, terms of payment

(1) All prices are quoted in euros plus the applicable statutory value added tax.

(2) Invoices are sent electronically (PDF by email) and, unless otherwise agreed, are due for payment immediately without deduction.

(3) In the event of late payment, ontalents is entitled to charge statutory default interest (§ 456 UGB (Austrian Commercial Code)) and reasonable reminder fees.

(4) Offsetting is only permitted with undisputed or legally established claims.

§ 4 Services and rights of use

- (1) ontalents distributes and licenses online personnel analysis and diagnostic products in particular (e.g. CAPTain, FAP, VKA, VPT, ICBQ, feedback systems).
- (2) The licensor of the products is CNT Gesellschaft für Personal- und Organisationsentwicklung mbH, Hamburg. Its licence terms and conditions apply in addition.
- (3) The client receives a simple, non-transferable, non-sublicensable right of use for the agreed contract period and exclusively for its own business operations.
- (4) Group companies or affiliated companies are considered third parties unless expressly agreed otherwise.
- (5) Rights of use are subject to the condition precedent and condition subsequent of full payment.
- (6) Tests expire no later than seven (7) years after purchase.

§ 5 Access data and misuse

- (1) Access data must be treated confidentially and protected from access by third parties.
- (2) ontalents must be informed immediately if misuse is suspected.
- (3) ontalents is entitled to temporarily or permanently block access in the event of breaches of contract and to terminate the contract without notice for good cause.
- (4) The client is liable for all damages resulting from culpable misuse.

§ 6 Warranty

- (1) The warranty period shall be one year from the date of performance, to the extent permitted by law.
- (2) The client shall inspect the services immediately after they have been provided and report any defects in writing without delay, otherwise the services shall be deemed to have been approved (§ 377 UGB).
- (3) Warranty claims are limited to repair or replacement.
- (4) No warranty shall apply in particular in the event of improper use, force majeure, interference by third parties or system errors beyond the control of ontalents.

§ 7 Training requirement for CAPTain products

- (1) The use of CAPTain advanced®, CAPTain compact® customized and CAPTain compact® customized plus requires personal, successful and non-transferable training as a licensed CAPTain user.
- (2) The training may only be carried out by ontalents or by CAPTain consultants expressly authorised by ontalents.

(3) The client shall ensure that only appropriately trained persons use the products referred to in paragraph 1.

(4) A breach of this training obligation constitutes a material breach of contract and entitles ontalents to immediately block access and terminate the contract without notice for good cause.

§ 8 Liability

(1) ontalents shall only be liable for damages caused intentionally or through gross negligence.

(2) Liability for slight negligence, loss of profit, indirect damage and consequential damage is excluded to the extent permitted by law.

(3) Insofar as ontalents is liable on the merits, the amount of liability is limited to the order value of the underlying contract.

§ 9 Geographical scope of application

(1) ontalents products are designed and validated exclusively for use within the European Union.

(2) Use outside the European Union is at the client's own legal and economic risk.

(3) In this case, the client is obliged to independently inform themselves about the applicable legal framework conditions – in particular with regard to data protection, privacy and labour law – and to comply with them.

(4) The client shall indemnify and hold ontalents and the respective licensor harmless against all third-party claims resulting from the use of the products outside the European Union, unless mandatory statutory liability provisions prevent this.

§ 10 Data protection

(1) ontalents processes personal data exclusively in accordance with the GDPR and the DSG.

(2) The client is obliged to inform data subjects about all data collected in accordance with Art. 13 GDPR.

(3) Details can be found in the separate privacy policy, which is an integral part of these General Terms and Conditions.

§ 11 Place of jurisdiction and law

(1) Austrian law shall apply exclusively, excluding conflict of law rules.

(2) The exclusive place of jurisdiction is Vienna.

§ 12 Final provisions

- (1) Amendments and additions must be made in writing.
- (2) Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.
- (3) The invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.

General Terms and Conditions

Consulting, Training and Coaching

of ontalents GmbH, 1190 Wien, Hofzeile 3/1/11

Valid from: 1 January 2026

§ 1 Scope of application

(1) These General Terms and Conditions apply to all consulting, training and education services (hereinafter collectively referred to as 'Consulting Services') provided by ontalents GmbH, Hofzeile 3/1/11, 1190 Vienna, Austria ('ontalents').

(2) The services are intended exclusively for entrepreneurs within the meaning of Section 1 of the Austrian Commercial Code (UGB), legal entities under public law, organisations and freelancers. Consumers within the meaning of the Austrian Consumer Protection Act (KSchG) are excluded.

(3) In addition, the General Terms and Conditions for ontalents products apply if consulting services are provided in connection with these products.

§ 2 Conclusion of contract

(1) Offers made by ontalents are subject to change and non-binding and, unless otherwise stated, are valid for six (6) weeks from the date of the offer.

(2) The contract is concluded by: – written acceptance of the offer by the client or – written order confirmation by ontalents or – acceptance by conclusive behaviour, in particular by commencing the provision of services or by sending an invoice.

(3) The sending of an invoice is deemed to be acceptance of the offer, unless the client objects to it immediately.

§ 3 Scope of services and obligations to cooperate

(1) The specific scope of services is set out in the respective offer or project agreement.

(2) The client undertakes to provide all information, documents and access necessary for the proper performance of services in a timely manner.

(3) Delays resulting from the client's sphere of influence shall not be borne by ontalents.

§ 4 Prices, terms of payment, payment on account

(1) All prices are quoted in euros plus the applicable statutory value added tax.

(2) Invoices are sent electronically (PDF by email) and, unless otherwise agreed, are due for payment promptly and without deduction.

- (3) In the event of late payment, ontalents is entitled to charge default interest at the statutory rate in accordance with § 456 UGB (Austrian Commercial Code).
- (4) Unless otherwise agreed, the following applies to consulting projects: – a payment on account of at least 50% of the estimated order amount plus VAT, due upon placement of the order; – for longer-term projects, ontalents is entitled to issue monthly partial invoices; – a final invoice will be issued upon completion of the project.

§ 5 Travel and accommodation expenses

- (1) Travel and accommodation expenses shall be charged separately unless they are included in the offer as a lump sum.
- (2) The following billing principles apply: – Car journeys outside Vienna: official mileage allowance; – Rail travel: 1st class or sleeper wagon; – Other means of transport (taxi, bus, flight – if agreed): according to actual expenditure; – Accommodation and overnight costs: according to actual expenditure, unless these are covered directly by the client.

§ 6 Cancellation and postponement

- (1) In the event of cancellation of bindingly agreed consulting or training appointments by the client, the following cancellation fees shall apply: – up to 8 weeks before the start of the project: 10% of the total order amount; – up to 4 weeks before the start of the project: 50% of the total order amount; – from 4 weeks before the start of the project: 100% of the total order amount.
- (2) The date on which the written cancellation is received by ontalents shall be decisive.
- (3) Postponements will be considered subject to available alternatives. If no alternative date is agreed, the appointment shall be deemed cancelled.
- (4) Agreed coaching appointments are binding. Cancellation is free of charge up to 24 hours before the agreed appointment. In the event of a cancellation at shorter notice (less than 24 hours before the start), the coaching session will be charged in full or deemed to have taken place, unless there is a valid reason. Valid reasons include, in particular, proven illness or force majeure. In all other cases, there is no entitlement to a replacement appointment or refund.

§ 7 Confidentiality

- (1) ontalents undertakes to treat all confidential information that becomes known in the course of the cooperation as confidential for an unlimited period of time.
- (2) This obligation does not apply to information that is generally known or must be disclosed due to legal obligations.

§ 8 Copyright and rights of use

- (1) All documents, concepts, presentations, analyses and training materials created by ontalents within the scope of its consulting services are protected by copyright.
- (2) The client receives a simple, non-transferable right of use exclusively for internal purposes.
- (3) Any reproduction, disclosure or other use beyond the agreed purpose requires the prior written consent of ontalents.

§ 9 Liability

- (1) ontalents shall only be liable for damages caused intentionally or through gross negligence.
- (2) Liability for slight negligence, lost profits, indirect damages and consequential damages shall be excluded to the extent permitted by law.
- (3) Insofar as ontalents is liable, the amount of liability is limited to the order value of the respective consulting project.

§ 10 Reference listing

- (1) ontalents is entitled to list the client as a reference, unless otherwise agreed in writing.

§ 11 Law, place of jurisdiction, final provisions

- (1) Austrian law shall apply exclusively, excluding conflict of law rules.
- (2) The place of performance and exclusive place of jurisdiction is Vienna.
- (3) Amendments and additions must be made in writing.
- (4) Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.

Terms of Use for the 'CNT-Testcenter' Web Account

of ontalents GmbH, 1190 Wien, Hofzeile 3/1/11

Valid from: 1 January 2026

§ 1 Subject matter and purpose

(1) The 'CNT-Testcenter' web account is used for the web-based administration, implementation and evaluation of personnel diagnostics and analysis tools provided by CNT Gesellschaft für Personal- und Organisationsentwicklung mbH, in particular CAPTain, FBBM motive and comparable procedures.

(2) The web account is a technical administration and usage tool and does not constitute an independent diagnostic or consulting service.

§ 2 Target group

(1) Use of the web account is permitted exclusively to entrepreneurs within the meaning of § 1 UGB (Austrian Commercial Code), legal entities under public law, organisations and freelancers.

(2) Use by consumers within the meaning of the KSchG (Consumer Protection Act) is excluded.

§ 3 Setup, fees and term

(1) A one-time setup fee will be charged for setting up the web account in accordance with the current price list or individual offer.

(2) An annual usage fee (annual usage fee) will be charged for ongoing use in accordance with the current price list or offer.

(3) The contract term begins on the invoice date and lasts for twelve (12) months.

(4) If the web account is not cancelled in writing at least two (2) months before the end of the respective term, the contract is automatically extended for a further twelve (12) months.

§ 4 Termination and end of contract

(1) The contract may be terminated in writing by either party subject to the notice period specified in §3(4).

(2) The right to extraordinary termination for good cause remains unaffected.

(3) Upon termination of the contractual relationship, the web account shall be deactivated.

(4) Any remaining test credits, uncompleted test accesses or other usage options shall expire without replacement at the end of the contract. Refunds are excluded.

(5) The user is obliged to independently back up all evaluations and data that they continue to require in good time before the end of the contract. Once the account has been deactivated, it will no longer be possible to access this data.

(6) Reactivation of a deactivated account is excluded. For renewed use, a new web account must be set up, for which the applicable setup and usage fees will be charged again.

§ 5 Access data and security

(1) The user shall receive personal access data for using the web account.

(2) The user is obliged to treat this access data confidentially, to keep it safe and to protect it from access by unauthorised third parties.

(3) Passing on the access data to third parties is not permitted.

(4) The user is liable for all damages resulting from a culpable breach of these obligations.

§ 6 Availability and maintenance

(1) The web account is generally available as follows: – Monday to Saturday: 7 a.m. to 10 p.m. (CET) – Sunday: 11 a.m. to 10 p.m. (CET)

(2) Maintenance work will be carried out outside these hours wherever possible. In this context, temporary restrictions or interruptions to availability may occur.

(3) ontalents is entitled to temporarily restrict or suspend the operation of the web account for technical, security-related or organisational reasons.

§ 7 Liability

(1) ontalents shall only be liable for damages caused intentionally or through gross negligence.

(2) Liability for slight negligence, loss of profit, indirect damage, data loss and consequential damage is excluded to the extent permitted by law.

(3) ontalents accepts no liability for failures or malfunctions beyond its control, in particular network, server or infrastructure problems caused by third parties.

§ 8 Data protection

(1) ontalents processes personal data within the scope of the web account exclusively in accordance with the GDPR and the Austrian data protection law (DSG).

(2) Further information on data processing can be found in the current privacy policy of ontalents GmbH, which is an integral part of these terms of use.

§ 9 Final provisions

- (1) Amendments or additions to these Terms of Use must be made in writing.
- (2) Austrian law applies exclusively, excluding conflict of law rules.
- (3) The place of performance and exclusive place of jurisdiction is Vienna.
- (4) Should individual provisions be or become invalid, this shall not affect the validity of the remaining provisions.

Privacy policy

1. Responsible party

ontalents GmbH, Hofzeile 3/1/11, 1190 Vienna Email: office@ontalents.com

2. Purpose and legal basis

Processing of personal data for the fulfilment of contracts (Art. 6(1)(b) GDPR) and on the basis of legitimate interests (Art. 6(1)(f) GDPR).

3. Categories of data processed

- Master data
- Contact details
- Usage and test data

4. Recipients / Processors

CNT Gesellschaft für Personal- und Organisationsentwicklung mbH, Hamburg (processor).

5. Storage period

In accordance with tax, corporate and civil law retention obligations (up to 30 years).

6. Rights of data subjects

Information, correction, deletion, restriction, data portability, objection, complaint to the Austrian Data Protection Authority.