



Terms and Conditions of Use

ERIDAMIS GmbH
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Walfischgasse 8/34
1010 Vienna

hereinafter “**ERIDAMIS**”



1. PREAMBLE

The website www.eridamis.com is operated by ERIDAMIS GmbH (postal address: Walfischgasse 8/34, 1010 Vienna, Austria, hereinafter referred to as „ERIDAMIS“). These Terms of Use explain the terms of access and use of the Eridamis Website (hereinafter referred to as the "Website"). Before using the Website, you should read these Terms and Conditions of Use carefully. By using the Website, you agree to the Terms and Conditions of Use stated here. If you do not wish to be bound by these Terms and Conditions of Use, you should not use the Website.

2. SCOPE OF SERVICE

The following Terms and Conditions apply to all Website development / design services provided by Eridamis to the Client.

3. CHARGES

- 3.1. Charges for services to be provided by ERIDAMIS are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. ERIDAMIS reserves the right to alter or decline to provide a Quotation after expiry of the 30 days.
- 3.2. Unless agreed otherwise with the Client, all Website Design Services require an advance payment of a minimum of fifty (50) percent of the Project Quotation total before the work is supplied to the Client for review. The remaining fifty (50) percent of the Project Quotation total due upon completion of the work, prior to upload to the server or release of materials.
- 3.3. Payment for services is due by bank transfer. Bank details will be made available on invoices.

4. CLIENT REVIEW

ERIDAMIS will provide the Client with an opportunity to review the appearance and content of the Website during the design phase and once the overall Website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies ERIDAMIS otherwise within ten (10) days of the date the materials are made available to the Client.

5. TURNAROUND TIME AND CONTENT CONTROL

- 5.1. ERIDAMIS will install and publicly post or supply the Client's Website by the date specified in the project proposal, or at date agreed with Client upon ERIDAMIS receive initial payment, unless a delay is specifically requested by the Client and agreed by ERIDAMIS.
- 5.2. In return, the Client agrees to delegate a single individual as a primary contact to aid ERIDAMIS with progressing the commission in a satisfactory and expedient manner.
- 5.3. During the project, ERIDAMIS will require the Client to provide website content; text, images, movies and sound files

6. FAILURE TO PROVIDE REQUIRED WEBSITE CONTENT:

- 6.1. ERIDAMIS is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions, we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.
- 6.2. This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your Website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your Project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.



- 6.3. If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the Project and the balance remaining becomes payable immediately. Simply put, all the above Condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this. Using our content management system, you are able to keep your content up to date yourself.

7. PAYMENT

Invoices will be provided by ERIDAMIS upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) per month of the total amount due.

8. ADDITIONAL EXPENSES

Client agrees to reimburse ERIDAMIS for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

9. WEB BROWSERS

- 9.1. ERIDAMIS makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer 8 & 9, Google Chrome, etc.). Client agrees that ERIDAMIS cannot guarantee correct functionality with all browser software across different operating systems.
- 9.2. ERIDAMIS cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, ERIDAMIS reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

10. DEFAULT

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on ERIDAMIS 's Web space, ERIDAMIS will, at its discretion, remove all such material from its web space. ERIDAMIS is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of EURO30 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay ERIDAMIS reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by ERIDAMIS in enforcing these Terms and Conditions.

11. TERMINATION

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

12. INDEMNITY



All ERIDAMIS services may be used for lawful purposes only. You agree to indemnify and hold ERIDAMIS harmless from any claims resulting from your use of our service that damages you or any other party.

13. COPYRIGHT

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants ERIDAMIS the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting ERIDAMIS permission and rights for use of the same and agrees to indemnify and hold harmless ERIDAMIS from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to ERIDAMIS that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

14. STANDARD MEDIA DELIVERY

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by ERIDAMIS to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

15. DESIGN CREDIT

A link to ERIDAMIS will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than €1000, a fixed fee of €100 will be applied. The Client also agrees that the website developed for the Client may be presented in ERIDAMIS's portfolio.

16. ACCESS REQUIREMENTS

If the Client's website is to be installed on a third-party server, ERIDAMIS must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

17. POST-PLACEMENT ALTERATIONS

ERIDAMIS cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

18. DOMAIN NAMES

ERIDAMIS may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of ERIDAMIS. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

19. GENERAL



These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

20. SOCIAL MEDIA MANAGEMENT

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. Wombat Creative will honour the components of your chosen social media package, providing an agreement to a minimum 3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

21. WEBSITE CONTENT

- 21.1. ERIDAMIS has made every reasonable effort to ensure that the information provided on this website is accurate, complete and not misleading.
- 21.2. Nevertheless, we cannot guarantee the accuracy of this information. ERIDAMIS reserves the right to change, amend or correct the information on this website without prior notice, and to improve and / or modify the products and / or programs presented on the website.
- 21.3. We will make every reasonable effort to implement adequate technical tools to prevent the spread of viruses or other harmful programs. However, due to the structure of the Internet and its rapid development, we cannot guarantee that this website is free from viruses or other dangerous elements. Before using the Internet, you should back up your data regularly and install appropriate antivirus software.
- 21.4. ERIDAMIS assumes no liability for any direct or indirect damages arising in connection with the use of this website. Furthermore, we are not liable for - damages caused by technical problems - including (but not limited to) the non-availability of the website or errors in your operation.

22. USE OF THIS WEBSITE

Hereby you agree to use this website for legal purposes as well as in a way that neither affects nor interferes with the rights of third parties and the use by third parties. You further agree not to transfer to this Site any information or other content that is Ort could be inaccurate, defamatory, offensive.

23. COPYRIGHT

- 23.1. The components of this website (including but not limited to information, texts, images, sound recordings, logos and all forms of data, hereinafter referred to as "constituents") and the website are protected by copyright.
- 23.2. For personal use, you may download individual components if you observe the corresponding copyright and other proprietary notices and do not modify or supplement these notes.
- 23.3. You may not extract, reuse, copy, display, or modify any portion of this material, whether in whole or in part, without our prior express consent. In case of non-compliance, we reserve the right to take all criminal and civil law measures.
- 23.4. You assume full liability for the use of the components of this website; In this context, you also recognize the rights of third parties.

24. BRAND

The trademarks or logos displayed on the website are the valuable intellectual property of ERIDAMIS and third parties. The use of the trademarks and logos without the prior express consent of ERIDAMIS or any other owner of these intangible goods is hereby prohibited. This website does not grant any rights to the brands or logos mentioned above.



25. LINKS

- 25.1. The creation of a hypertext link to this website and the reuse of parts of this website (eg so-called "framing" links), in whole or in part, require our prior explicit consent. We may revoke this consent at any time in our sole discretion. We reserve the right to require the suspension of all unauthorized links.
- 25.2. As far as ERIDAMIS provides links to other websites, this is for informational purposes only. Such links are not in any way a recommendation by ERIDAMIS for the products or services on other websites. Such links are to be used at your own risk; ERIDAMIS assumes no responsibility for the content or use of these websites or for the information provided on these websites.

26. DATA PROTECTION

You may enter personal information on this website. Further information on the recording and use of personal data can be found in our privacy statement.

27. GENERAL AGREEMENT

We reserve the right to change these terms and conditions of use at any time. If you use the website after the announcement of the changed conditions, you agree to these changed conditions without reservation.

28. PRIVACY STATEMENT

- 28.1. The website www.eridamis.com is operated by ERIDAMIS (postal address: Walfischgasse 8/34, 1010 Vienna, Austria, hereinafter referred to as ERIDAMIS). These Terms of Use explain the terms of access and use of the [eridamis.com](http://www.eridamis.com) website (hereinafter referred to as the "Website").
- 28.2. Basically, the users and / or visitors as well as ERIDAMIS Austria are subject to the Austrian data protection regulations (among other things the data protection adjustment law 2018) as well as the EU data protection basic regulation (= DSGVO) from 25.05.2018. The domain name and the e-mail address of each user and / or visitor are automatically registered by our server (if possible).
- 28.3. Please note that this website uses software to analyze the use of the website and to control remarketing campaigns. By evaluating this data, insights can be gained about the users. These findings help to further improve the quality of the offer. The data obtained is stored anonymously within the scope of the technical possibilities to collect information about the use of the website. This also serves to improve our services to visitors to our website.
- 28.4. In this context, so-called cookies for optimized control are used. Cookies are text files that are stored on the visitor's computer and thus allow the recognition of a visitor on an anonymous basis. Cookies can generally be rejected or deleted by appropriate browser settings. Alternatively, users can disable the use of third-party cookies by visiting the opt-out page of the Network Advertising Initiative. We point out, however, that in these cases you may not be able to use all functions of this website in full

29. GOOGLE ANALYTICS

- 29.1. Google Analytics is a Google analytics tool. It is used to analyze and understand visitor behavior. The cookies collect and collect anonymous data.
- 29.2. A cookie is used to store your language preference.

30. COOKIES

- 30.1. These cookies are used to save the visitor's consent to the use of cookies. They suppress the display of the notice as soon as the consent has been given and indicate to the visitor whether he has already given the consent or not. More information about Cookie Control.



- 30.2. By using this website, you agree to the above procedure for analyzing the use of this website and the use of remarketing campaigns.
- 30.3. We store the e-mail addresses of persons who communicate with us by e-mail and record any other information voluntarily provided or otherwise obtained by the user.
- 30.4. The information we collect is used to improve the content of our website and to inform users and / or subscribers about updates to our website. This information will not be disclosed to other organizations for commercial purposes.
- 30.5. From time to time, we may use the information above for new, previously unrecognized purposes not previously included in our Privacy Policy. Should our information policy change at a later date, we will post these modifications on our website. Detailed information on the use of your data can be obtained through regular checks on our website.
- 30.6. If you believe that this website is not in accordance with the stated information policy, you can contact us via the above address or the following e-mail address: office@eridamis.com

31. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

32. GOVERNING LAW

The Terms shall be subject to Austrian law, excluding the UN Convention of International Sale of Goods and the reference norms (IPRG, EVÜ, etc.). Exclusive court of jurisdiction is the competent court in Vienna, Austria. Should a provision of these Terms and Conditions be or become ineffective and / or incomplete, it shall be replaced by the provision which comes closest to its economic effect. Should individual provisions of these Terms and Conditions not be in accordance with mandatory legal regulations, this does not affect the remaining provisions of these Terms and Conditions.