



## Terms of Use

As of: 11/01/2025

### 1. Contractual partner

1.1 The customer's contractual partner is:

Graystack IT GmbH  
Am Pilgerweg 25  
3131 Inzersdorf ob der Traisen

(hereinafter referred to as "Graystack")

Graystack and the Customer are collectively referred to as "the Parties."

1.2 Graystack has developed the software Graystack:One (the "Software"), a web-based solution for the organization of small and medium-sized enterprises, in particular for warehouse and order management. The Customer wishes to use the Software. The subject matter of this contract is the parameters of providing the use of the Software.

1.3 Graystack reserves the right to amend these Terms of Use from time to time in order to take into account customer requests or changes to features. The date of the respective version can be found at the top of the document. Graystack will inform the Customer of any changes by sending the amended Terms of Use to the last known email address provided by the Customer. This notification will be sent at least six weeks before the change takes effect. The amended Terms of Use shall be deemed to have been agreed if the customer does not object before the date on which they come into effect. In the event of an objection, the previous Terms of Use shall continue to apply. However, Graystack shall be entitled to terminate the contract for good cause (Section 12.5). Graystack shall specifically inform the customer of the significance of their actions at the beginning of the specified period.

### 2. Definitions

2.1 "Working day" refers to the days from Monday to Friday, excluding public holidays in Austria.

2.2 "Error" refers to any significant, verifiable, and reproducible deviation of the Software from the functional scope of the software specified in the

purchased service package. This does not include functional deviations that are attributable to (i) the use or operation of the Software in conjunction with hardware and software (including the operating system) other than that specified in the system requirements, (ii) a bug, defect, or error in third-party software that does not originate from Graystack and is used in conjunction with the Software.

- 2.3 A “defect” refers to a general deviation in the behavior of the Software from the scope of services described in the purchased service package that can be reproduced by Graystack.

### **3. Subject matter of the contract**

- 3.1 During the term of this contract, Graystack shall make available to the customer on its online platform the option of using the Software via the Internet. The Software is offered as Software as a Service ("SaaS"). The specific scope of services depends on the service packages purchased by the customer. The scope of services for each package is displayed at [www.graystack.one](http://www.graystack.one).

- 3.2 Upon registration, the customer creates a user account (the "main account") and concludes a framework agreement with Graystack. The customer can then purchase one or more service packages. The scope of functions, the fee, and the term are listed for each package and are repeated in the electronic order confirmation and in the invoice, which the customer receives by email or is offered for download.

- 3.3 The offer is directed exclusively at entrepreneurs within the meaning of the Konsumentenschutzgesetz (Austrian Consumer Protection Act).

- 3.4 Training and consulting services in connection with the Software are not part of this contract and must be agreed separately.

- 3.5 The Software contains open-source components. A list of the components used is included in Appendix ./A (Open-Source Components).

### **4. Main account and subaccounts**

- 4.1 The owner of the main account has administrative rights and can create subaccounts and assign specific roles and rights to the owners of the subaccounts.

- 4.2 A detailed description of the assignable roles and the scope of functions of the subaccounts can be found at [www.graystack.cloud](http://www.graystack.cloud).

- 4.3 All actions performed using a subaccount are attributed to the customer

as the owner of the main account. The customer is personally and directly responsible for all activities involving subaccounts.

## **5. Rights of use**

- 5.1 By purchasing a service package, the customer acquires the non-exclusive license, limited to the duration of the respective package, to use the Software within the scope of the respective package for the purposes of their business.
- 5.2 The customer is only authorized to use the Software for internal business purposes. The transfer of the Software for use by third parties, for example by way of rental, is not permitted.
- 5.3 The Software is only accessible via the Internet and requires a state-of-the-art computer system with functional Internet access and sufficient data transfer volume. The system requirements necessary for the operation of the Software are set out in Appendix ./B (System Requirements), which forms an integral part of this contract.

## **6. Service Level and Support**

- 6.1 Graystack undertakes to make the Software available to the customer in an operational state to an extent of 98%, calculated over a year (hereinafter referred to as "Availability"). Availability is given if the Software can be accessed via a functional Internet connection in Austria that meets the system specifications using one of the Internet browsers listed in Appendix ./B.
- 6.2 Support requests must be directed to customer support by email or other support channels published on Graystack's website.
- 6.3 Graystack will respond to support requests within one business day with an initial response and will endeavor to process them within two business days.
- 6.4 Costs for the rectification of faults for which the customer is responsible, such as failure to meet hardware and software requirements, internet connection faults, or improper operation, will be charged by Graystack at the applicable hourly rate (listed at [www.graystack.cloud](http://www.graystack.cloud)) based on the actual time and effort involved.

## **7. Obligations of the customer**

- 7.1 The customer shall support Graystack to the extent necessary in the provision of support and maintenance services to the best of their ability.

- 7.2 It is the sole responsibility of the customer to ensure that their Internet connection, IT environment, and the hardware and software used meet the requirements specified in Appendix ./B.
- 7.3 The customer shall keep the user accounts they use and their login data confidential, protect them from unauthorized third parties, and not pass them on to unauthorized users. The customer shall be liable for any misuse or unauthorized use of the login data, provided that such misuse or unauthorized use is attributable to the customer. In addition, the customer must inform Graystack immediately if they become aware of any misuse or unauthorized use.
- 7.4 The customer shall ensure that faults are reported exclusively via the channels specified for technical support (Section 6.3) and that the information necessary for troubleshooting (customer number, problem description) is provided.
- 7.5 The customer shall provide Graystack with appropriate support during planned maintenance work and, in particular, shall provide all necessary information.
- 7.6 Graystack makes regular backups to prevent data loss. Any additional backups, e.g., to restore incorrect data due to input errors/user errors, must be made by the customer.
- 7.7 The customer is responsible for all content managed by them through the Software. This applies in particular to content and data imported and uploaded by the customer. It is the customer's responsibility to import and use only content for which they have the necessary rights of use. This applies in particular to product images. The customer shall indemnify and hold Graystack harmless from all third-party claims arising in connection with their use of the Software.

## **8. Data protection, data security, and data processing**

- 8.1 In providing the Software, Graystack shall comply with all relevant legal provisions of the General Data Protection Regulation (GDPR), the Austrian Data Protection Act (DSG), and the Telecommunications Act (TKG 2021).
- 8.2 Graystack shall act as the customer's data processor. In this context, the provisions of the data processing agreement (Appendix ./C), which forms an integral part of this agreement, shall apply.
- 8.3 Access to the Software is provided via a secure Internet connection (SSL

encryption). The Software is made available on servers located in Europe.

## 9. Changes of features

- 9.1 The Software is subject to ongoing development. Graystack therefore reserves the right to convert the Software into new versions and to implement these without prior consent or notification. The current product description can be accessed at [www.graystack.one](http://www.graystack.one). Updates are made available to the customer at no extra charge. New and/or extended features/functions may require the purchase of an additional service package.
- 9.2 Graystack is entitled to replace individual functions of the Software with equivalent alternatives or to add new features/functions.

## 10. Warranty and limitation of liability

- 10.1 Graystack warrants that the Software contains the functions listed in the product description of the purchased service package at [www.graystack.one](http://www.graystack.one) and complies with the terms and conditions agreed upon in this contract.
- 10.2 In some cases, Graystack offers to import data records from third-party sources. The customer acknowledges that Graystack cannot check these data records for completeness, accuracy, and timeliness and is not responsible for the completeness, accuracy, and timeliness of the imported data.
- 10.3 Graystack uses the service provider Ship24 for package tracking. Graystack has no influence on the tracking and therefore does not guarantee the correctness and accuracy of the package tracking.
- 10.4 **Graystack is only liable for damages caused by wilful intent or gross negligence. Liability for slight negligence or loss of profit is excluded to the extent permitted by law. Graystack accepts no liability for consequential damages (in particular for loss of content, data, and programs), indirect and indirect damages, or pure financial losses of any kind.**

## 11. Fees

- 11.1 The fee for the use of the Software and any optional services is based on the service package purchased by the customer. The prices at the time of ordering apply.
- 11.2 Unless otherwise specified in a service package, the fees are payable in advance at the time of ordering. Fees for optional services are due after the service has been provided and the invoice has been received by the customer.

- 11.3 The customer may choose from the payment methods offered during the ordering process. The customer agrees to receive electronic invoices as PDF files.
- 11.4 In the event of late payment, Graystack is entitled to charge default interest at the statutory rate (§ 456 UGB). Graystack is entitled to charge reminder fees of EUR 12.00 per justified reminder. Furthermore, the customer shall reimburse reasonable costs for the appropriate enforcement of outstanding claims by a collection agency or law firm.
- 11.5 If the customer is more than one month in arrears with payment, Graystack is entitled to prohibit the customer from further use of the Software until all outstanding claims have been settled and to suspend all or individual contractual services up to that point in time. The customer cannot derive any claims from this.
- 11.6 The contracting parties agree on the stability of the fees, with the Verbraucherpreisindex 2020 published monthly by Statistik Austria serving as the benchmark. The fees shall increase annually to the extent resulting from the change in the 2020 Verbraucherpreisindex on an annual basis compared to the month in which this contract was concluded or the last increase or reduction in the fee. If the above-mentioned index is no longer published, Graystack is entitled to use another comparable index as determined by Statistik Austria or its legal successor or a similar institution.

## **12. Contract term and termination of the contract**

- 12.1 The framework agreement for the user account is concluded for an indefinite period. The customer has the option of purchasing certain service packages via the customer account. The specific scope of services, the term, and the fees are set out in the description of the selected package on the subpage [www.graystack.one](http://www.graystack.one) at the time of ordering.
- 12.2 Unless a service package contains deviating provisions, the following applies: The contract for the package services is concluded for the term specified therein. It is automatically renewed for the same term unless terminated in writing (an email with confirmation of receipt is sufficient) or via the Software's "account administration" by one of the contracting parties at the latest by the end of the term.
- 12.3 The customer may terminate the framework agreement with Graystack at any time by deleting their user account in writing by email and/or via the Software's "account administration".
- 12.4 Graystack is entitled to terminate the framework agreement with one

month's notice to the end of each month. Termination shall be effected by email to the email address last provided by the customer. Graystack reserves the right to terminate the framework agreement in particular if the customer has not purchased a service package within a period of twelve months.

12.5 The aforementioned provisions do not affect the right of both parties to terminate the framework agreement at any time without notice for good cause. Good cause entitling Graystack to terminate the agreement without notice includes, among other things, the following

12.5.1 if the customer has entered incorrect data (name, company, address, etc.) for the user account;

12.5.2 if the customer makes the user account available to third parties;

12.5.3 if the customer is in default of payment to the provider despite a reminder and the setting of a reasonable reminder period of at least two weeks;

12.5.4 if the customer otherwise culpably violates a contractual obligation; or

12.5.5 if the customer objects to the change in the Terms of Use (Section 1.3).

12.6 In all these cases, Graystack is also entitled to warn the customer and/or temporarily block the account without prior notice. The customer cannot derive any claims from this. At the same time as the block, the customer will be requested to remedy the violation within a reasonable period of time.

12.7 Outstanding fees shall become due at the end of the framework agreement. Currently active service packages shall expire upon termination. The customer shall not be entitled to a pro rata refund. This shall not apply if Graystack has caused the termination of the contract intentionally or through gross negligence.

12.8 In the event of termination of the framework agreement, Graystack is not obliged to continue storing the customer's data. It is the customer's responsibility to back up their data in good time before the contract is terminated. Once the customer account has been deleted, it is not possible to restore the customer data. In the event of termination by Graystack, the customer is given a 14-day period to back up their data.

### **13. Confidentiality**

13.1 The contracting parties undertake to keep confidential all confidential information, business and trade secrets about the other party, not to disclose

it to third parties, record it, or exploit it in any other way, unless the other party has expressly agreed to the disclosure or use in writing or the data and information must be disclosed due to law, a court decision, or an administrative decision. This obligation does not apply to information that is generally known or was already known to the respective contracting party prior to the conclusion of the contract.

13.2 This obligation shall lapse three years after termination of the framework agreement.

#### **14. References**

14.1 Graystack is entitled to publicly name the customer (e.g., on its website) with their name or company name and logo as a customer.

#### **15. Transfer of rights and obligations**

15.1 Any assignment of rights and obligations under this contract is only permitted after consultation with and prior written consent of Graystack. Graystack is entitled to entrust third parties with the fulfillment of the obligations under this contract.

#### **16. Final provisions**

16.1 Any ancillary agreements, amendments, or supplements to the contract and the appendices must be made in writing to be effective; this also applies to the cancellation thereof.

16.2 The application of any supplementary terms and conditions (general terms and conditions, terms and conditions of purchase, or other contract forms) of the customer is excluded.

16.3 The German version of these Terms of Use is the binding version. Translations into other languages are for reference only.

16.4 The invalidity or ineffectiveness of individual provisions of this contract shall not affect the validity of the remaining provisions of the contract. Should parts of this contract or individual provisions be invalid or void, this shall not result in the complete omission of this provision or the omission of the remaining provisions, but rather those provisions shall be deemed to have been agreed which are legally permissible and come closest to the purpose of the respective provision and the intention of the parties.

16.5 The place of performance is the registered office of Graystack.

- 16.6 The entire contractual relationship is governed exclusively by the laws of Austria, excluding the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods.
- 16.7 The court with jurisdiction at Graystack's registered office shall have exclusive jurisdiction for all disputes arising from and in connection with the contractual relationship.

## **Appendix A**

### **List of open-source components**

GRAYSTACK contains the software components listed at the following address:

<https://www.graystack.one/dependencies>

See there for further information about these components and the applicable license terms.

## **Appendix B**

### **System Requirements**

The current requirements can be found on following website:  
<https://www.graystack.one/requirements>