

Terms and Conditions

These Terms and Conditions apply exclusively to contracts with businesses. Together with the applicable proposal or order confirmation, they form the contractual basis.

BUSINESS	Onepull e.U., proprietor Kevin Herbert
COMMERCIAL REGISTER	FN 538346k, Commercial Register Court: Regional Court of Linz
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1. Scope and formation of contract

1.1 Onepull e.U. (the “Agency”) provides its services exclusively on the basis of these Terms and Conditions (“Terms”). They apply to all legal relationships between the Agency and the Client where the Client acts as a business within the meaning of the Austrian Commercial Code or Consumer Protection Act, or as a legal entity under public law. Transactions with consumers are not covered by these Terms.

1.2 The version valid when the relevant contract is concluded and made available to the Client before conclusion shall apply. Amendments to these Terms do not apply retroactively to existing individual engagements.

1.3 The Client’s terms do not become part of the contract unless their application is expressly agreed in text form for the individual case. This also applies where the Agency does not object to them again separately.

1.4 The Agency’s proposals, service descriptions and order confirmations, together with these Terms, form the contractual basis. Individual agreements take precedence. Text form includes email.

1.5 Proposals are non-binding unless they state an express acceptance period. A contract is formed when the proposal is accepted, the Agency issues an order confirmation, or the Agency begins providing services with the Client’s agreement.

1.6 If a provision is or becomes invalid, the remaining provisions remain effective. The applicable statutory rule replaces the invalid provision.

2. Services and nature of performance

2.1 The type and scope of services are set out in the applicable proposal, service description, order confirmation and, where relevant, an agreed briefing. Services may include orientation and structuring of innovation processes, facilitation, workshops, ideation, concept development, communication and project coordination.

2.2 Unless a specific deliverable is expressly agreed as an owed result, the Agency owes professional process guidance and performance of the agreed activities, but does not guarantee any particular commercial, technical, creative, funding-related or market outcome.

2.3 The Client remains responsible for decisions regarding selection, implementation and commercial use of results. The Agency’s services do not replace legal, tax, financial or other regulated professional advice.

2.4 The Agency may provide services on site, remotely or in a hybrid format unless otherwise agreed in the individual engagement.

3. Concepts, ideas and pre-contract services

3.1 Where the Agency is invited to prepare or present a concept, idea or proposed solution before a main contract is concluded and accepts that invitation, a pre-contractual relationship subject to these Terms arises.

3.2 Materials, methods, process designs, texts, visualisations and concepts presented before the main contract may not be used, altered, disclosed or commercially exploited without the Agency’s express consent. Statutory rights remain unaffected.

3.3 A pitch, concept or preparation fee is payable where agreed in the proposal or before the preliminary work begins. Payment of that fee transfers only the rights of use expressly agreed.

4. Cooperation, review and approvals

4.1 The Client shall provide all information, documents, access, contacts and decisions required for performance in a timely, complete and accurate manner. Delays or additional work caused by late, incomplete, incorrect or subsequently changed information are the Client's responsibility.

4.2 The Client shall review interim and final work and provide consolidated feedback within five business days. Work expressly identified as "submitted for approval" is deemed approved after that period where the Agency expressly highlighted this consequence upon submission and the Client has not raised a reasoned objection. Approval applies to further processing and implementation; defects that could not be identified during the review and mandatory statutory claims remain unaffected.

4.3 The Client shall check all content, data, images, marks, logos and other materials it supplies for accuracy and third-party rights. It warrants that it holds the rights required for the agreed purpose and shall indemnify and hold the Agency harmless against infringements attributable to the Client.

4.4 Audio, image or video recordings of workshops, conversations or presentations require the prior consent of all participants.

5. Changes and third parties

5.1 Changes or additions to the agreed scope must be coordinated in text form. Additional services, further revision rounds and additional work are charged at the agreed hourly rate or under a supplementary proposal.

5.2 The Agency may use suitable third parties as subcontractors and remains responsible for their selection. Where a third-party service creates direct costs or obligations for the Client, the Agency shall inform the Client and obtain approval before commissioning it.

5.3 Third-party contracts extending beyond the term of the Agency engagement transfer to the Client only by express agreement.

6. Dates, workshops and force majeure

6.1 Dates and deadlines are binding only where expressly confirmed as binding. Where performance is delayed by the Client's failure to cooperate, agreed dates are extended appropriately.

6.2 In cases of force majeure or other unforeseeable events that cannot reasonably be avoided, the affected obligations are suspended for the duration and extent of the impediment. If it continues for more than two months, either party may terminate the affected engagement; services already performed and non-cancellable costs remain payable.

6.3 Agreed workshop or event dates may be rescheduled or cancelled without a cancellation fee up to 21 calendar days before the date; non-cancellable third-party costs remain payable. From 20 to 8 calendar days before the date, 50 per cent of the agreed fee for the affected date is payable; from 7 calendar days before the date, 100 per cent is payable. Saved variable expenses are credited, and the Client may demonstrate that the actual loss was lower.

6.4 If the Agency is in delay regarding a binding service, the Client may withdraw from the affected part after a reasonable grace period of at least 14 days has expired without performance.

7. Early termination

7.1 Either party may terminate a contract with immediate effect for good cause. Good cause for the Agency includes the Client's material breach of cooperation or payment obligations despite written notice and a reasonable grace period, or justified concerns about the Client's solvency where no reasonable security is provided.

7.2 Good cause for the Client includes the Agency's repeated material breach of contractual obligations despite written notice and a reasonable grace period.

8. Fees and cancellation of a project

8.1 Fees are set out in the proposal or order confirmation. The Agency may request reasonable advance payments, deposits and milestone invoices.

8.2 All fees are net amounts plus VAT at the statutory rate. Services not expressly included, and necessary travel, accommodation, licence, material and third-party costs, are charged separately unless otherwise agreed.

8.3 Cost estimates are non-binding. If a substantial overrun, in particular an overrun of more than 15 per cent, becomes foreseeable, the Agency shall inform the Client without undue delay and agree how to proceed.

8.4 If the Client unilaterally changes or terminates an engagement for reasons not attributable to the Agency, it shall pay for services performed up to that point in accordance with the fee agreement and reimburse all costs already incurred or no longer cancellable. Further claims of the Agency under clause 8.5 remain unaffected.

8.5 Where further performance does not take place due to circumstances attributable to the Client, although the Agency was ready to perform, the Agency is in principle entitled to the agreed fee under section 1168(1) of the Austrian Civil Code (ABGB). The Agency shall, however, credit what it saves as a result of non-performance or earns through alternative use of its capacity, or wilfully fails to earn. Rights of use in work already performed are governed by clause 10 and require full payment of the applicable fee. Unproduced concepts, drafts and other materials remain with the Agency.

9. Payment

9.1 Invoices are due within 14 calendar days of receipt without deduction unless a different payment period is agreed for the individual engagement.

9.2 In the event of late payment, statutory default interest for business transactions applies. The Agency may also claim the statutory fixed recovery charge and any additional necessary and reasonable enforcement costs.

9.3 During payment default, the Agency may suspend further services until all due amounts have been paid. Where instalments are agreed, all outstanding amounts become due if a due instalment remains unpaid after notice and a reasonable grace period.

9.4 The Client may set off only undisputed claims, claims recognised by the Agency or claims finally determined by a court.

10. Rights of use, methods and files

10.1 The Agency retains all pre-existing methods, models, templates, workshop formats, process designs, tools and general know-how ("Background IP"). The Client receives only the rights required to use the specific work results for the agreed purpose.

10.2 Upon full payment, the Client receives a non-exclusive, perpetual and worldwide right to use the work specifically created for it for the purpose agreed in the engagement, unless the proposal defines a different scope. Ideas that are not protected by law are not monopolised by this provision.

10.3 Editable source files, raw data, working files and unselected drafts are owed only where their delivery has been expressly agreed.

10.4 Third-party elements, including fonts, images, software and platform content, remain subject to their applicable licence terms. The Agency shall inform the Client of material restrictions on use that are reasonably identifiable.

10.5 Where work is created with the assistance of artificial intelligence, the Agency does not warrant that purely AI-generated elements qualify for copyright protection, are exclusive or can be distinguished from similar third-party results. Any expressly agreed review and editing services remain unaffected.

10.6 Use beyond the agreed scope requires the Agency's consent and additional payment. In the event of culpable unauthorised use, the Agency may claim twice the reasonable fee for that use; further claims remain unaffected.

11. Credits and references

11.1 The Agency or other authors are credited in published work only where agreed, customary in the relevant field and reasonable for the Client.

11.2 The Agency may use the Client's name, logo, project description or work results as a reference only with prior consent. The scope of the approval shall be agreed separately.

12. Confidentiality, data protection and digital tools

12.1 Each party shall keep the other party's non-public commercial, technical, organisational and creative information confidential and use it solely for performing the contract. This obligation continues for three years after the contract ends; legally protected trade secrets remain protected beyond that period.

12.2 Confidentiality does not cover information demonstrably in the public domain, already lawfully known, independently developed, or required to be disclosed by law or public authority.

12.3 Where the Agency processes personal data on the Client's behalf, the parties shall enter into a separate data processing agreement under Article 28 GDPR where required.

12.4 The Agency may use customary digital tools and AI-assisted systems where compatible with the engagement, confidentiality and data protection. Confidential or personal Client data shall not be entered into publicly accessible AI services without any required approval. Material AI-assisted results are subject to professional review.

13. Warranty

13.1 The Client shall notify the Agency in text form of any defects without undue delay and in any event within eight days after delivery or performance by the Agency, and of hidden defects within eight days after discovery, describing the defect. Otherwise, any deviation in the performance shall be deemed approved. In that event, warranty and damages claims and the right to avoid the contract for mistake based on defects are excluded.

13.2 For a justified and timely notice, the Agency shall first have the right to remedy the defect or, where appropriate, replace the performance within a reasonable period. Further statutory remedies apply only where remedy is impossible, unreasonable or has definitively failed.

13.3 The Client remains responsible for the final professional and legal review of content it approves and its specific use. The Agency owes legal review only where expressly commissioned and legally permissible. The Agency's statutory duties of review, information and warning remain unaffected.

13.4 The warranty period is six months from delivery or completion of the relevant service, to the extent permitted by law.

14. Liability

14.1 The Agency has unlimited liability for loss caused intentionally or by gross negligence, for personal injury and where liability is mandatory by law. For property or financial loss caused by slight negligence, the Agency is liable only for breach of an essential contractual obligation; such liability is limited to the foreseeable loss typical of the contract and no more than the net value of the affected individual engagement.

14.2 The Agency is not liable for the Client's decisions and implementation, content supplied or approved by the Client, or outages and changes to third-party services, provided the Agency has complied with its selection, review and warning obligations.

14.3 If third parties bring claims against the Agency based on Client content, data or instructions, the Client shall indemnify and hold the Agency harmless where the infringement is attributable to the Client and shall assist in defending the claim.

14.4 Claims for damages must be brought in court within six months after the claimant becomes aware of the loss and the responsible party, and no later than three years after the damaging event, to the extent permitted by law.

15. Governing law, place of performance and jurisdiction

15.1 Austrian substantive law applies, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

15.2 The place of performance is the Agency's registered office in Linz.

15.3 To the extent permitted by law and expressly agreed in the applicable contract, the court in Linz having subject-matter jurisdiction over the Agency's registered office has exclusive jurisdiction over all disputes arising from or in connection with the contractual relationship. The Agency may also sue the Client at the Client's general place of jurisdiction.