

GENERAL TERMS AND CONDITIONS

of

WebXdon Internet Solutions GmbH

for the use of the online platform

www.spoliday.com

Effective as of: July 1, 2026

Note: This English version is provided for convenience only. The legally binding version is the German original.

1. Scope, Operator, and Business Purpose

1.1. These General Terms and Conditions (hereinafter "GTC") govern the contractual relationship between WebXdon Internet Solutions GmbH (hereinafter "Operator") and its respective clients (hereinafter "Customer") for the use of the online platform www.spoliday.com (hereinafter "Spoliday") in the version valid at the time of contract conclusion. Unless expressly agreed otherwise, the mutual rights and obligations are determined by the content of the order and these GTC.

1.2. The Customer agrees that the entire business relationship shall be based exclusively on the Operator's GTC. Any general terms and conditions of the Customer that conflict with or deviate from the Operator's GTC shall only be valid if their applicability has been expressly confirmed in writing by the Operator.

1.3. Spoliday's offering is aimed at Sports Centers in the sports, holiday, and leisure sector as well as at instructors, guides, and sports enthusiasts. For Sports Centers, the primary focus is professional presentation and attracting potential customers and employees, primarily through company profiles, job listings, and news and stories. The offering may be extended to additional user groups and features in the future.

2. Conclusion of the Contract

2.1. Contracts on this portal can be concluded exclusively in German or English.

2.2. Access to Spoliday's commercial service requires registration. By registering, the Customer creates a free "Basic Account" and thereby accepts these GTC. The functionality of a free "Basic Account" is limited. To use all features in full, a paid "Premium Upgrade" is required, which can be booked at any time directly in the Customer's account.

2.3. By booking a paid service, the registered Customer enters into a further contractual relationship with Spoliday, separate from the registration. Prior to concluding this contractual relationship, the Customer will be informed of the services, conditions, and payment terms of the respective paid service. The contract is concluded when the Customer confirms the booking and payment obligation by clicking the "Confirm paid

upgrade" or similar button and the Operator subsequently accepts the booking by means of a confirmation email.

Once placed, an order cannot be revoked! However, the Operator expressly reserves the right not to accept a booking for good cause (e.g., outstanding payments).

2.4. The Customer agrees to receive invoices as PDF documents by email.

3. Prices, Terms, Booking, and Cancellations

3.1. Spoliday offers upgrade options with defined services, terms, and prices. The Operator reserves the right to change prices, terms, services, and cancellation periods where applicable for new bookings at short notice and without prior notice. Details regarding duration, services, renewal, and price are listed in the Customer's account in an up-to-date and binding manner and must be actively selected by the Customer before each booking.

All prices listed on Spoliday are gross prices (including VAT)!

3.2. Booking an upgrade option takes place through a multi-step booking process. The booked Premium Account remains available until and including the date specified in the booking. If no timely renewal takes place, the account will be downgraded to a Basic Account as of the following day and all active paid services (e.g. job listings) will be deactivated. A new upgrade can be booked at any time.

3.3. The Operator provides the Customer in their account with an overview of booked services and their respective details.

4. Profile, Listings, and Stories

4.1.1. Stories are posts published by Sports Centers on Spoliday, such as news, reports, or other information about their operations. The Operator provides input fields for entering the content of profiles, listings, and Stories. Only text entries are permitted. Uploading logos and images is permitted in JPEG or PNG format only. Listings are tied to a profile and require a fully completed profile. Stories are likewise linked to profiles and require a fully completed profile before publishing.

4.1.2. Profile changes become publicly visible after clicking the "Save & publish" or similar button. Listings become publicly visible after clicking the "Publish now" or similar button. Listings must be reviewed and updated on a regular basis. If a position is no longer open, the listing must be deactivated in the Customer Account. In cases of obviously outdated or inaccurate information, the Operator reserves the right to deactivate the listing for quality reasons. Once deactivated, listings are no longer publicly visible and applications are no longer possible. Stories become publicly visible after clicking "Publish story now" or similar and can be taken offline via the account at any time.

4.1.3. All published content must be truthful and up to date at the time of publication. The content must be appropriate for its intended purpose, align with general marketing principles, and be formulated respectfully and in accordance with accepted moral and ethical standards.

4.2. Right of Rejection: The Operator reserves the right to take Customer-created content offline, particularly if the content violates legal or regulatory prohibitions, good morals, and/or these GTC. The Customer will be informed without delay. The right of rejection applies in particular if: (4.2.1) the title and job description are not accurate or are misleading; (4.2.2) the categorization, title, and text do not relate to an open position or do not comply with the Equal Treatment Act; (4.2.3) cross-references, links, or telephone numbers are included (except the Customer's own homepage and telephone number); (4.2.4) identical or substantially similar job advertisements are published multiple times; (4.2.5) Stories or photos therein do not relate to the Customer's business activities or violate applicable law or public morals.

4.3.1. The Operator is not responsible for the content of profiles, listings, Stories, or images published by Customers. The Operator is in particular not obliged to review profiles and listings for potential infringement of third-party rights. The Customer is obliged to fully indemnify and hold the Operator harmless against any third-party claims arising in any way from the publication of profiles, listings, Stories, or images. If claims are brought against the Operator, it alone shall have the authority to decide how to respond, without the Customer responsible for the content being entitled to raise the objection of inadequate legal defence.

4.3.2. If protected trademark rights are used in the context of publishing profiles and listings, authorisation for such use is granted upon conclusion of the contract.

4.3.3. All information published by the Operator (texts, images, etc.) is subject to the Operator's copyright. The Customer declares that they are authorised to transfer copyright and shall indemnify and hold the Operator harmless against third-party claims. In particular, the Operator is thereby also authorised to defend against unlawful infringements of copyright by third parties in the context of publication in its own name and to assert any resulting claims for damages.

4.4. Further Publication: The Operator is entitled, but not obligated, to publish listings and Stories on internet platforms of its choice or to have them published by third parties; this is generally done only with the Customer's consent. In order to meet the requirements of the respective platform or to optimise the presentation, the Operator reserves the right to adapt the content of listings and Stories accordingly.

4.5. Third-Party Publications: The Customer acknowledges that, given the current state of technology, it cannot be entirely ruled out that profiles, listings, and Stories published by the Operator may also be copied, linked, and/or framed by other internet providers as their own content. The Customer hereby grants the Operator all consents that may be required to enable the Operator, to the extent technically and legally possible, to prevent such copying, linking, and/or framing. Should unauthorised linking and/or framing nevertheless occur, the Customer cannot derive any claims against the Operator therefrom.

4.6. Application Function: The Operator integrates an "Apply now" or similar button in listings. Through this, applicants can enter their contact details and upload their résumé. The data is forwarded to the Customer by email.

5. Terms of Payment

5.1. Any fees incurred must be paid in advance without deduction. Payment is processed via the integrated payment service provider Stripe.

5.2. The billing address provided by the Customer at the time of booking shall be deemed the agreed billing address.

5.3. Unless otherwise agreed, all payments must be made free of charges and deductions immediately upon receipt of the invoice. Statutory VAT is included in the total price stated.

5.4. If the payment deadline is exceeded, the Operator is entitled to charge default interest at a rate of 6% per annum. Each reminder incurs costs of EUR 10 plus VAT.

5.5. Any discounts granted may lapse in the event of late payment.

5.6. Offsetting with counterclaims or withholding payments is not permitted unless expressly agreed.

5.7. In the event of payment default or insolvency, the Operator is entitled to suspend performance of contractual obligations until full payment.

6. Warranty, Damages, and Challenge for Mistake

6.1. The Operator assumes no warranty for the accuracy of content and data generated by users and Customers.

6.2. The Operator makes every effort to provide services around the clock but cannot guarantee 100% availability due to external influences beyond its control.

6.3. The warranty period is six months. The booking must be reviewed by the Customer immediately, but no later than three days after confirmation. Any identifiable defects must be reported to the Operator in writing, with full details of the type and scope of the defect, failing which all claims shall be excluded. If a complaint of defects is not raised or not raised in time, the booking shall be deemed approved. In such cases, the assertion of warranty or damages claims, as well as the right to challenge for mistake, shall be excluded.

6.4. The Operator reserves the right to fulfil warranty claims at its discretion by repair/replacement or price reduction. Price reduction or rescission may only be demanded if no further attempt at repair is reasonable for the Customer.

6.5. The Operator's liability is limited to damages occurring in the booked service itself. Liability for consequential damages, lost profits, or other indirect damages is excluded to the extent permitted by law. Furthermore, the Operator's liability for damages caused by slight or gross negligence is excluded. Any claims for damages must be asserted in court within six months of the occurrence of the damage, failing which they shall be time-barred.

6.6. Profiles, listings, and Stories on Spoliday are based exclusively on self-disclosures provided by the Customer or on entries made by the Customer themselves, and are not reviewed by the Operator for accuracy. The Operator therefore cannot be held liable for inaccurate information. The Customer alone bears responsibility for the content, in particular the accuracy and legal permissibility of the statements, content, and text and image materials provided by Customers.

6.7. The Customer is responsible for protecting their access data (email address and password) and is liable for damages resulting from misuse or loss.

6.8. Maintenance and updates are carried out, where possible, without causing downtime. Where possible, such work will be announced online. In the event of interruptions — for whatever reason — no claims may be made against the Operator. Interrupted transmissions attributable to network outages beyond the Operator's control, as well as interrupted transmissions caused by force majeure, cannot give rise to any claims against the Operator.

7. Jurisdiction and Applicable Law

7.1. For all disputes arising from or in connection with a contractual relationship, the exclusive jurisdiction of the competent court in Vienna/Austria is agreed.

7.2. The exclusive applicability of Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), is agreed. The contract, ordering, complaint, and business languages are German or English.

8. Miscellaneous

8.1. Should individual provisions of these GTC be wholly or partially invalid, the remaining provisions shall remain unaffected. In place of an invalid provision, that which is legally permissible and comes closest in economic terms to the invalid provision shall be deemed agreed.

8.2. No verbal side agreements exist. All agreements, subsequent amendments, additions, and ancillary arrangements must be in writing to be valid. This also applies to any waiver of the written form requirement.

8.3. The Customer must notify the Operator immediately in writing of any changes to their address. Written communications shall be deemed received by the Customer if sent to their last known address.

8.4. The Customer gives their express and revocable consent to be informed by the Operator for advertising purposes via the contact details provided.

8.5. The Operator reserves the right to amend individual provisions of this agreement, publishing such amendments on the website and giving the Customer the opportunity to terminate the contract with one month's notice to the end of the month, whereby written form is agreed. If the Customer does not make use of this right of termination, this shall be deemed consent to the amendments made.

8.6. These contractual terms are designed for business Customers. Should Customers be consumers, these provisions shall only apply insofar as mandatory consumer protection laws are not contradicted.

Vienna, July 1, 2026