General Terms and Conditions

Allgemeine Geschäftsbedingungen (AGB) of Visontio FlexCo

Version 2026-11-01 · effective 2026-11-01

1. Scope and provider

1.1 These General Terms and Conditions ("GTC") govern the use of the Visontio platform (the "Investor OS") at app.visontio.com, its application programming interfaces and all related services (together, the "Service"). The Service is provided by Visontio FlexCo, Erdbergstraße 91, 1030 Vienna, Austria, registered in the Austrian company register under FN 659984 s at the Commercial Court Vienna (Handelsgericht Wien), VAT ID ATU82753478 ("Visontio").

1.2 "Customer" means the organisation registered in the Service, either as an investor organisation or as a company organisation. "Users" are the natural persons whom the Customer authorises to use the Service on its behalf, including invited team members.

1.3 The Service is offered exclusively to entrepreneurs (Unternehmer) within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG) and the Austrian Commercial Code (UGB), for business purposes. Natural persons who invest private assets, or who act before starting a business (§ 1(3) KSchG), are not entrepreneurs for this purpose and may not register. By registering, the registering User confirms that the Customer is an entrepreneur and uses the Service for business purposes. Visontio may verify this before activation. Consumer protection rules that apply only to consumers, in particular the right of withdrawal under the Austrian Distance and Off-Premises Contracts Act (FAGG), therefore do not apply.

1.4 Terms and conditions of the Customer do not apply, even if Visontio does not expressly object to them.

1.5 The contract consists of, in this order of precedence: (a) an individually agreed order form or offer accepted in writing, and a data processing agreement signed individually, if any (the "Order Form"); (b) the Data Processing Agreement at app.visontio.com/#/dpa (the "DPA"), for all matters of data protection; (c) these GTC; and (d) the description of the selected plan on Visontio's pricing page at the time of the order.

2. Registration, conclusion of contract and accounts

2.1 Registration in the Service constitutes the Customer's offer to conclude a contract on the basis of these GTC. The contract is concluded when Visontio activates the account. New investor organisations are reviewed before activation. Visontio may decline a registration without giving reasons.

2.2 The User who creates a new organisation concludes the contract and the DPA on behalf of that organisation and confirms that they are authorised to do so. Users who join an existing organisation by invitation use the Service under the Customer's contract and do not conclude a contract with Visontio themselves. The Customer ensures that its Users comply with Clauses 2.4, 9 and 12.

2.3 The Customer shall provide accurate and complete registration data and keep it up to date.

2.4 Access credentials are personal. Users may not share them or let other persons use them. The Customer is responsible for all activities carried out with its Users' credentials and shall inform Visontio without undue delay of any suspected misuse.

2.5 Users must be at least 18 years old and must be employees, officers or other authorised representatives of the Customer.

2.6 To the extent permitted between entrepreneurs, the information and confirmation obligations under §§ 9 and 10 paragraphs 1 and 2 of the Austrian E-Commerce Act (ECG) are excluded. Visontio makes these GTC and the DPA available in a form that the Customer can store and reproduce, both on its website and by e-mail after registration. The contract language is English. Visontio stores the version of these GTC accepted by the Customer and makes it available on request.

3. The Service

3.1 The Service is a multi-tenant software-as-a-service platform for investors and the companies they work with. Depending on the plan, it includes in particular a company directory and sourcing tools, portfolio and pipeline management, KPI collection and monitoring, alerts, scores and benchmarks, analytics and reporting, fund administration, data room and chat functions, integrations and an API.

3.2 The features, quotas and limits of each plan are those described on Visontio's pricing page or in the Order Form at the time of the order. The Free plan is provided free of charge in the scope described there.

3.3 Visontio continuously develops the Service and may change, add or remove features. Visontio will not materially reduce the core functionality of a paid plan during a paid billing period without at least 30 days' notice. If such a change materially and adversely affects the Customer, the Customer may terminate the affected subscription with effect from the date of the change and receives a pro-rata refund of fees prepaid for the period after that date.

3.4 Company profiles in the directory combine information from public sources, from third-party data providers and from the companies themselves. Each value carries a source indicator. Visontio does not warrant that information from public or third-party sources is accurate, complete or current.

3.5 Features marked as "beta", "preview" or similar are provided as they are, may change at any time and may be discontinued.

3.6 Integrations, webhooks and API keys that the Customer activates send data to recipients chosen by the Customer. The Customer is responsible for these recipients and for complying with their terms.

4. Availability and support

4.1 For paid plans, Visontio targets an availability of the Service of 99.5% per calendar month, excluding planned maintenance and events outside Visontio's reasonable control. This is a target, not a guarantee. Service credits or other remedies for unavailability apply only where agreed in an Order Form.

4.2 Visontio announces planned maintenance at least 48 hours in advance where possible and schedules it outside 08:00–19:00 Vienna time on Austrian business days where possible.

4.3 For the Free plan, Visontio makes no commitment as to availability.

4.4 Support is provided by e-mail to info@visontio.com on Austrian business days. Response times apply only where stated for the plan on the pricing page or in an Order Form.

5. Fees and payment

5.1 The fees for paid plans and add-ons are those shown on the pricing page or in the Order Form at the time of the order. All fees are net amounts plus value added tax where applicable. For customers in other EU member states with a valid VAT ID, the reverse-charge procedure applies.

5.2 Fees are payable in advance for each billing period (monthly or annually, as selected) through Visontio's payment provider. Invoices are issued electronically.

5.3 Subscriptions renew automatically for the same billing period unless cancelled before the end of the current billing period, through the billing portal in the Service or in writing.

5.4 Upgrades take effect immediately and are charged pro rata. Downgrades take effect at the end of the current billing period. Features that the new plan does not include then become unavailable. Customer Data remains stored and can be exported under Clause 6.9.

5.5 If the Customer is in default of payment, Visontio may charge default interest under § 456 UGB and the flat-rate compensation under § 458 UGB. If an amount remains unpaid 14 days after a written reminder, Visontio may suspend access to paid features until payment is received.

5.6 Visontio may change its fees with at least 60 days' notice, effective from the next billing period. If the Customer does not agree, it may terminate the subscription with effect from the date of the change.

5.7 Fees paid are not refunded unless these GTC provide otherwise or mandatory law requires it.

5.8 The Customer may only set off claims that are undisputed or have been finally established by a court.

6. Customer Data

6.1 "Customer Data" means all data that the Customer or its Users enter, upload or generate in the Customer's workspace, including pipeline and portfolio information, notes, KPI entries, documents, chat messages, questionnaire responses, reports and configurations. The Customer retains all rights in its Customer Data.

6.2 The Customer grants Visontio a non-exclusive right, limited to the term of the contract, to process Customer Data to the extent necessary to provide, secure and support the Service and to comply with legal obligations. The right under Clause 6.5 to create anonymised statistics, and to keep statistics already created, continues after the end of the contract.

6.3 For personal data contained in Customer Data, Visontio acts as processor on behalf of the Customer under the DPA, which forms part of the contract. Visontio acts as controller, as described in its Privacy Policy at app.visontio.com/#/privacy, for: account data, billing data, security logs and records of acceptance of legal documents; the profile information that an organisation publishes in a directory of the Service; information from public sources and third-party providers; the anonymisation of data for statistics under Clause 6.5; and marketing. Data that another organisation discloses to the Customer through the Service is processed by Visontio on behalf of that organisation. Erasure under the DPA does not extend to it.

6.4 The Customer decides which data it shares with other organisations through the Service, for example by granting a company's operating data to an investor, sharing a deal, using chat, uploading shared documents to a company's data room, answering a questionnaire or sending an intro request. The receiving organisation may use the shared data in its own workspace. A company's operating data, including the shared documents in its data room, becomes visible to an investor only after the company has granted that investor access. A chat between a company and an investor is opened only when one of them starts it or an intro request is accepted. Revoking a grant stops further access; it does not remove data that the recipient has already received or exported.

6.5 Visontio may create anonymised, aggregated statistics from Customer Data, in particular KPI benchmarks for cohorts of companies, and may use them to provide and improve the Service. Such statistics are shown only for cohorts of at least five companies and as aggregates or percentiles that do not identify the Customer, any company or any person. Visontio does not use an investor's pipeline and deal-flow information (the companies it tracks, their status, notes and assessments) for benchmarks, recommendations or signals visible to other organisations. When an investor submits a company for enrichment, Visontio transmits the company's identifiers, but not the investor's identity, to its company-intelligence provider.

6.6 Visontio does not use Customer Data to train or fine-tune artificial intelligence models, and its AI service providers are contractually prohibited from doing so.

6.7 Visontio staff access Customer Data only to the extent necessary to provide, secure and support the Service, to answer a support request from the Customer (including by accessing the Customer's account in a logged support session), or to comply with a legal obligation.

6.8 The Customer is responsible for having a legal basis for the personal data it enters, in particular data of founders, team members, limited partners, co-investors and other contacts, and for informing these persons as required by law. The Customer may only upload documents and information that it is entitled to share, including under confidentiality agreements with third parties. The Customer shall not upload special categories of personal data (Art. 9 GDPR) unless strictly necessary and lawful.

6.9 The Customer can export its Customer Data through the functions of the Service. For Customer Data that these functions do not cover, Visontio provides an export on request within 14 days.

7. Company profiles, directories and scores

7.1 Company organisations may claim the profile of the company they represent. The claiming User confirms that they are authorised to act for that company. Visontio reviews claims and may reject them. Visontio may suspend accounts that submit false claims.

7.2 Company organisations are responsible for the content of their profiles. Claimed and verified profiles are visible in the directory to registered investor organisations. Operating data is visible only to investors to whom the company has granted access.

7.3 Investor profiles are visible to registered company organisations in the investor directory. Badges such as "Verified" reflect Visontio's published completeness and corroboration criteria at the time of verification. They do not confirm that the information is accurate and are not an endorsement or a recommendation.

7.4 The Visontio Score, the House Score, thesis-match results, benchmarks and predictions are computed by documented methods from the available data. They are decision support for professional users, not investment, legal or tax advice, and Visontio does not warrant any result or outcome.

7.5 Companies and persons may request the correction of information about them from public or third-party sources by writing to info@visontio.com.

8. AI features

8.1 Certain features of the Service use large language models of third-party providers, as listed in the DPA.

8.2 AI-generated content is marked as such in the Service and in exported reports. It may be inaccurate, incomplete or outdated and must be reviewed by a qualified person before it is relied upon. It is decision support and not investment, legal or tax advice.

8.3 The Customer is responsible for the inputs it submits to AI features and for all decisions it takes on the basis of AI-generated content.

8.4 The Service does not use AI to take decisions about natural persons that produce legal effects or similarly significantly affect them.

8.5 Visontio complies with the obligations that the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) imposes on it as provider of the Service. The Customer is responsible for its own obligations as deployer, in particular ensuring sufficient AI literacy of its staff (Art. 4).

9. Acceptable use

9.1 The Customer shall ensure that its Users do not:

(a) use the Service for unlawful purposes or upload content that is unlawful, infringes third-party rights or breaches confidentiality obligations;

(b) upload malware or otherwise harmful code;

(c) attempt to gain unauthorised access to the Service, to other organisations' data or to the underlying infrastructure, or test the security of the Service without Visontio's prior written consent;

(d) extract data in bulk by scraping, crawling or similar means beyond the export and API functions provided;

(e) reverse engineer, decompile or disassemble the Service, except to the extent permitted by mandatory law (§ 40e of the Austrian Copyright Act);

(f) circumvent plan limits, access restrictions or other technical measures;

(g) resell the Service or make it available to third parties outside the Customer's organisation;

(h) use the Service or information obtained from it to build a competing product, or publish benchmarks of the Service, without Visontio's prior written consent;

(i) send messages or invitations through the Service to persons who cannot reasonably expect them; or

(j) harass, threaten or mislead other Users.

9.2 Visontio may restrict content or suspend Users that breach Clause 9.1 in accordance with Clause 10.

10. Content reporting and moderation (EU Digital Services Act)

10.1 The Service stores information provided by its Users and is therefore a hosting service within the meaning of the EU Digital Services Act (Regulation (EU) 2022/2065, "DSA").

10.2 The single point of contact for authorities of the member states, the European Commission and the European Board for Digital Services (Art. 11 DSA), and for Users (Art. 12 DSA), can be reached by e-mail at info@visontio.com (subject line "DSA"), through the contact form in the Trust Center at app.visontio.com/#/trust, or by post at the address in Clause 1.1. Communication is possible in English and German.

10.3 Any person may report content in the Service that they consider illegal by e-mail to info@visontio.com (subject line "DSA"); the Trust Center at app.visontio.com/#/trust describes what a notice should contain. The notice should contain: a sufficiently substantiated explanation of why the content is considered illegal; its exact electronic location, for example the URL; the name and e-mail address of the reporting person, except for notices concerning certain offences relating to the sexual abuse of children; and a statement confirming the reporting person's bona fide belief that the information and allegations contained in the notice are accurate and complete. Visontio confirms receipt, decides on the notice diligently and without undue delay, and informs the reporting person of its decision and the available means of redress.

10.4 Visontio may remove or disable access to content, or suspend or terminate accounts, if content is illegal or breaches these GTC. Such decisions are taken by Visontio staff. Automated tools are used only to support them, for example rate limiting and abuse detection. Visontio informs the affected User of the decision and the reasons for it (Art. 17 DSA), unless the law prohibits this. The User may contest the decision by e-mail to info@visontio.com. The right to use out-of-court dispute settlement bodies and the courts remains unaffected.

10.5 Where Visontio becomes aware of information giving rise to a suspicion of a criminal offence involving a threat to the life or safety of persons, it informs the competent authorities (Art. 18 DSA).

11. Intellectual property

11.1 All rights in the Service, including its software, data models, scoring methodologies, templates, designs and documentation, remain with Visontio or its licensors.

11.2 Visontio grants the Customer, for the term of the contract, a non-exclusive, non-transferable and non-sublicensable right to use the Service for its internal business purposes through its Users, within the limits of the selected plan.

11.3 Data from third-party providers and public sources made available in the Service may be used only within the Service and for the Customer's internal purposes, and may not be redistributed or exported in bulk except through the functions of the Service.

11.4 Visontio may use suggestions and feedback on the Service without obligation or compensation. This does not permit the use or disclosure of the Customer's confidential information.

11.5 Visontio will not name the Customer as a reference or use its name or logo without the Customer's prior consent in text form.

12. Confidentiality

12.1 Each party shall keep confidential all non-public information of the other party that it receives in connection with the contract and that is marked as confidential or is evidently confidential, including Customer Data, and shall use it only for the purposes of the contract. This does not apply to information that is or becomes public without breach of this Clause, that the receiving party already lawfully possessed or lawfully received from a third party without restriction, or that it developed independently.

12.2 A party may disclose confidential information where required by law or by a court or authority, after notifying the other party where legally permitted.

12.3 This obligation continues for three years after the end of the contract, and for trade secrets for as long as they remain trade secrets.

12.4 Where the parties have concluded a separate non-disclosure agreement, it continues to govern information exchanged outside the Service before the contract. For information exchanged under the contract, this Clause 12 and the DPA apply.

13. Term, termination and switching

13.1 Free plan: the contract runs for an indefinite period. The Customer may terminate it at any time. Visontio may terminate it with 30 days' notice. Visontio may also close Free accounts that have been inactive for 24 months, after giving 30 days' notice by e-mail.

13.2 Paid plans: the contract runs for the selected billing period and renews in accordance with Clause 5.3. At the end of a paid subscription the Customer continues on the Free plan unless it terminates the contract.

13.3 Each party may terminate the contract for good cause with immediate effect. Good cause for Visontio exists in particular if the Customer materially breaches these GTC and does not remedy the breach within 14 days of a written notice, if the Customer is more than 30 days in default of payment after a reminder, or if the Customer uses the Service for unlawful purposes. Mandatory provisions of insolvency law remain unaffected.

13.4 Instead of terminating, Visontio may temporarily suspend access where this is sufficient to remedy a breach. In a security emergency Visontio may suspend access immediately and will inform the Customer without undue delay.

13.5 Switching and data export (EU Data Act, Regulation (EU) 2023/2854):

(a) *Request and notice.* The Customer may at any time, by notice in text form, request to switch to another provider or to its own infrastructure, to export all exportable data and digital assets, or to have them erased. The notice period is one month. The contract ends when the switching process is successfully completed or, if the Customer only requests erasure, when the erasure is completed; Visontio confirms either in text form.

(b) *Transitional period.* A transitional period of 30 calendar days starts at the end of the notice period. The Customer may extend it once, for a period it considers more appropriate, by notice in text form. During the transitional period Visontio continues to provide the Service, maintains a high level of security, provides reasonable assistance with the switching process and informs the Customer of known risks to the continuity of the Service. If the transitional period is technically unfeasible, Visontio informs the Customer within 14 working days of the request, gives reasons and indicates an alternative transitional period of no more than seven months, during which the Service continues to be provided.

(c) *Exit support.* Visontio supports the Customer's exit strategy, including by providing the information on export procedures, data structures and formats under paragraph (g).

(d) *Exportable data.* Exportable data and digital assets comprise all Customer Data, including the metadata generated by the Customer's use of the Service. The exhaustive list of categories, data structures and formats is published in the export register in the Trust Center (app.visontio.com/#/trust, section "Data export and switching"), which forms part of this Clause. Excluded are Visontio's internal operational data, its methodologies and algorithms, data licensed from third-party providers and the data of other organisations, to the extent that their export would infringe intellectual property rights, trade secrets or third-party rights.

(e) *Retrieval period.* The Customer can retrieve its data for at least 30 calendar days after the end of the transitional period or, if there is no switching request, after the end of the contract.

(f) *Erasure.* After the retrieval period, Visontio erases all exportable data and digital assets of the Customer, unless it is required by law to retain them.

(g) *Information.* Information on export procedures, methods, formats, data structures and known restrictions is available in the export register in the Trust Center.

(h) *Charges.* Visontio does not charge for switching or data export. If the Customer terminates a paid subscription under this Clause, Visontio refunds fees prepaid for the period after the end of the contract pro rata.

13.6 On the end of the contract, the Customer's access ends. Clauses 5 (for amounts due), 6.2 (second sentence), 6.5, 11, 12, 13.5, 15 and 18 continue to apply.

14. Warranty

14.1 For paid plans, Visontio warrants that the Service substantially corresponds to the description of the selected plan. The Customer shall report defects without undue delay, with a description that allows them to be reproduced. Visontio remedies material defects within a reasonable period; a workaround is a sufficient remedy. If Visontio fails to remedy a material defect within a reasonable period, the Customer may reduce the fees in proportion or terminate the affected subscription.

14.2 The Free plan is provided free of charge. Statutory warranty is excluded for it to the extent permitted by law.

14.3 Visontio gives no warranty for the accuracy of information from public or third-party sources, for AI-generated content, or for the suitability of the Service for a particular investment decision.

15. Liability

15.1 Visontio is liable without limitation for damage caused intentionally or by gross negligence, for personal injury and under mandatory statutory provisions such as the Austrian Product Liability Act.

15.2 Visontio's liability for slight negligence is excluded, except for personal injury.

15.3 Except in cases of intent or gross negligence, Visontio is not liable for loss of profit, consequential or indirect damage, or damage arising from information from public or third-party sources or from AI-generated content.

15.4 Claims for damages must be asserted in court within one year of the claimant becoming aware of the damage and of the party causing it, and in any event within three years of the event causing the damage. This applies equally to claims of both parties. It does not apply to claims under Clause 15.1.

15.5 These limitations also apply to the personal liability of Visontio's employees, managing directors and agents.

15.6 The Customer shall indemnify and hold Visontio harmless (schad- und klaglos halten) against third-party claims arising from Customer Data or from a breach of Clause 9 by the Customer or its Users, to the extent that the claim results from the Customer's culpable breach of the contract and not from a breach of the contract or the DPA by Visontio.

16. Incentive programme

Company organisations can earn points in Visontio's incentive programme for activities described in the Service, such as completing their profile. Points have no cash value, are not transferable and cannot be paid out. Rewards are subject to availability, and redemptions expire if not used within the period stated in the Service. Visontio may change or discontinue the programme and may cancel points obtained by misuse. The Customer is responsible for any taxes arising from rewards.

17. Changes to these GTC

17.1 Visontio may amend these GTC for objective reasons, such as changes in the law, new features or security requirements. Visontio notifies the Customer at least 30 days before the amendment is to take effect, by e-mail and in the Service, and highlights the changes.

17.2 An amendment takes effect for the Customer only when the Customer accepts it in the Service. Until the Customer accepts it, or until the contract ends under this Clause, the previous version continues to apply and the Service remains available. If the Customer has not accepted the amendment by the date on which it was to take effect, either party may terminate the contract with effect from the end of the current billing period or, for the Free plan, with 30 days' notice.

17.3 Amendments required by law, or that are exclusively to the Customer's benefit, take effect upon notification.

18. Final provisions

18.1 The contract is governed by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2 The court with subject-matter jurisdiction for 1030 Vienna has exclusive jurisdiction. Visontio may also bring proceedings at the Customer's registered office.

18.3 Notices may be given in text form (e-mail), unless these GTC provide otherwise: to Visontio at info@visontio.com, and to the Customer at the e-mail address of its account owner.

18.4 The Customer may assign the contract only with Visontio's prior written consent. Visontio may assign the contract to an affiliate or to a successor of its business, after notifying the Customer.

18.5 Neither party is liable for failure to perform caused by events outside its reasonable control (force majeure), for as long as the event lasts.

18.6 If a provision of these GTC is invalid, the remaining provisions remain unaffected. The invalid provision is replaced by a valid provision that comes closest to its economic purpose.

18.7 These GTC are drawn up in English. Translations are for convenience only; the English version prevails.