



General Terms and Conditions for Data-Driven Analytics and E-Commerce Services by Dr Ekaterina Papusheva EU Status: March 2025

§ 1 Scope of Application

These contractual terms form the sole basis for all business relationships between Dr Ekaterina Papusheva EU and its commercial clients (hereinafter referred to as the "Client") in relation to the services offered. These services primarily include data-driven consulting and operational support in the digital commerce space (e.g., marketplaces such as Amazon, Otto, etc.). Responsibility for how the services are used and implemented lies solely with the Client.

These terms apply exclusively to entrepreneurs within the meaning of § 310 (1) BGB (German Civil Code).

Unless otherwise agreed, these conditions also apply to all future similar business transactions in the version current at the time of contract conclusion or last communicated in writing, without requiring renewed reference.

Any deviating terms proposed by the Client or third parties are not recognized, even if not expressly rejected in individual cases.

§ 2 Offer and Conclusion of Contract

All offers from Dr Ekaterina Papusheva EU are non-binding unless expressly marked as binding.

An offer submitted by the Client is deemed binding. The contract is concluded either through written confirmation or by implicit acceptance (e.g., commencement of service delivery) within 14 days.

§ 3 Description of Services

The nature and scope of the commissioned services are defined in the individual order confirmation or related contractual documentation. A specific result is only owed if this has been explicitly confirmed in writing. These are services in accordance with §§ 611 ff. BGB.

Dr Ekaterina Papusheva EU reserves the right to engage third parties (e.g., subcontractors) for service fulfillment.

The Client is responsible for ensuring the legal admissibility of the provided services. Legal or tax advice is not part of the service offering.

§ 4 Compensation and Payment Terms

The form and amount of compensation – for example, fixed fees or performance-based commissions – are specified in the order confirmation.

All prices are stated in euros excluding applicable VAT and any additional costs.

Travel and accommodation expenses are billed separately unless agreed otherwise.

Invoices are typically issued on a monthly basis. Payment is due within 7 days of invoicing without deductions. Discounts are only granted by prior arrangement.

In the case of performance-based compensation, Dr Ekaterina Papusheva EU has the right to access relevant client accounts – even up to four weeks after the contract ends – to verify billing. If access is not granted, revenue will be estimated. Any objections to invoices must be submitted in writing with evidence within one month.

§ 5 Term, Deadlines, Termination

Unless otherwise agreed, services commence upon contract conclusion. The timing and location of service delivery are determined at the discretion of Dr Ekaterina Papusheva EU.

In cases of unforeseen events (e.g., natural disasters, government orders), deadlines may be adjusted accordingly. The right to withdraw remains unaffected.

Contracts without a fixed term may be terminated with three months' notice to the end of a month.

Fixed-term contracts will automatically renew for the original duration, but no longer than one additional year, unless terminated in due time. Statutory termination rights remain unaffected.

§ 6 Obligations of the Client

The Client agrees to provide all necessary information, access, and documents in a timely manner.

The Client grants Dr Ekaterina Papusheva EU the necessary usage rights and ensures that no third-party rights are violated. The Client shall indemnify Dr Ekaterina Papusheva EU from any resulting third-party claims at their own expense.

All contract-related documents must be securely stored during the contract term and returned upon its conclusion.

Data protection regulations are adhered to. A separate data processing agreement can be concluded upon request.

§ 7 Place of Performance & Default

The place of performance – unless otherwise agreed – is the registered office of Dr Ekaterina Papusheva EU in Austria.

If the Client delays acceptance or causes delays, any additional costs and damages incurred may be charged.

§ 8 Ownership & Reference Use

All materials, tools, and resources provided by Dr Ekaterina Papusheva EU remain the property of the provider. The Client receives a non-exclusive license to use them for the duration of the contract.

Client-provided materials remain the property of the Client, even if processed by Dr Ekaterina Papusheva EU.

By placing an order, the Client agrees to be named, along with their logo (if available), as a reference – including after the contract has ended. This consent may be revoked in writing at any time.

§ 9 Confidentiality & Non-Solicitation

Both parties commit to maintaining the confidentiality of all business-related information not publicly known.

This obligation also extends to any third parties involved (e.g., subcontractors, freelancers).

It does not apply to information already known or disclosed, legally required to be shared, or released with written consent.

In case of a breach, Dr Ekaterina Papusheva EU may claim an appropriate contractual penalty, subject to judicial review.

Furthermore, the Client agrees not to solicit or hire any employees of Dr Ekaterina Papusheva EU during the cooperation period and for two years thereafter. In case of a violation, a contractual penalty equal to the gross annual salary of the affected employee may be demanded.

§ 10 Liability

Dr Ekaterina Papusheva EU is fully liable for intent, gross negligence, and damages to life, body, or health, as well as under product liability laws.

For minor negligence that breaches material contractual duties, liability is limited to foreseeable, typical damages.

Liability for data loss only applies if the Client has failed to take reasonable backup precautions.

Further liability, including personal liability of employees and agents, is excluded.

§ 11 Limitation Period

Contractual claims expire after one year. Exceptions include claims for damages relating to injury to life, body, or health, and those arising from intent or gross negligence.

For product liability claims, statutory limitation periods apply.

§ 12 Final Provisions

All supplementary agreements and modifications must be in writing. This also applies to any waiver of this written form requirement. No oral side agreements exist.

Legally relevant declarations by the Client must be made in writing or text form (e.g., email, digital signature).

The place of jurisdiction for all disputes arising from this contract is – where legally permissible – the seat of Dr Ekaterina Papusheva EU in Austria. Austrian law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The Client may not assign their rights and obligations under this contract without prior consent.

If individual provisions of these terms are or become invalid, the validity of the remaining provisions remains unaffected.

In case of doubt, the German version of these terms shall prevail.