



Terms and Conditions

For services by A2 Digital Works — websites, brands, apps, automations and A2 Buddys.

Version: 14 September 2026

1. Scope

These terms apply to all offers, contracts and services between A2 Digital Works ("A2") and business customers within the meaning of the Austrian Consumer Protection Act and Commercial Code ("client"). They also apply to future business without the need for a new agreement.

Deviating terms of the client apply only if A2 has agreed to them in writing. Services to consumers are provided only under a separate agreement.

2. Offer and conclusion of contract

Prices on the website and the estimate of the project configurator are guide values, not an offer. Only the written offer from A2, which states scope, price and timeframe, is binding.

A contract is concluded when the client accepts the offer in writing (email suffices) or A2 begins performance. Offers are valid for 30 days from their date unless stated otherwise.

3. Services and the client's cooperation

The scope of the service follows from the offer. Services not named there — such as copywriting, photography, licences for fonts or imagery, hosting, maintenance — are not included and are offered separately.

The client provides the content, access and decisions needed for implementation in good time and names a contact person with decision-making authority. Delays caused by missing cooperation shift the schedule accordingly; additional effort is billed by time.

The client is responsible for ensuring that content supplied by them is free of third-party rights and complies with applicable law, and indemnifies A2 against third-party claims arising from such content.

4. Prices and payment

All prices are in euros and net, plus statutory VAT where applicable. As long as A2 operates as a small business under § 6 (1) 27 of the Austrian VAT Act, no VAT is shown; the invoice carries the corresponding note.

For projects, 50 % of the order value is due on order, the balance on acceptance. For projects with several milestones A2 may invoice after each milestone.

Invoices are payable within 14 days of the invoice date without deduction. In case of late payment the statutory default interest applies; A2 may withhold further performance until payment is received.

The client may set off only undisputed or legally established claims.

5. A2 Buddys (ongoing service)

A Buddy is set up for the client's business against a one-off setup fee and then operated as an ongoing service for a monthly fee. The tiers (Entry, Starter, Business, Pro) differ in channels, knowledge sources and the included volume of conversations; the current prices are shown on the Buddy page and in the offer.

Conversations beyond the included volume are billed at the per-conversation price of the tier (currently €0.12 Starter, €0.09 Business, €0.07 Pro). A conversation is a coherent exchange with one person within 24 hours.

Third-party fees — in particular Meta's message fees for WhatsApp — are passed through at cost and are not part of the monthly fee.

The minimum term is 12 months from activation. After that the service continues month by month and can be terminated by either side with 1 month's notice to the end of a month. For annual prepayment A2 grants a discount of 12 %.

A Buddy works with artificial intelligence on the basis of content released by the client. It may misunderstand questions or answer incompletely. A2 owes careful setup and operation, not the correctness of every single answer. The Buddy is not intended for legally, medically or financially binding information; the client provides appropriate labelling towards their own customers.

A2 aims for 99 % availability as a monthly average. Maintenance windows are announced where possible. Outages of third-party providers (messaging, calendars, CRMs, AI models) are outside A2's control.

5a. Ori on your website (online order, 7-day test, data processing)

On the Ori Live page a business can order Ori — an A2 Buddy for its own website — online. Ordering is open to businesses only; by ordering, the client confirms acting for its business. The contract is concluded with the confirmation on the page and by e-mail.

The first 7 days from the order are a free test. Unless the client cancels by the end of day 7, the test turns into the subscription chosen at ordering without any further declaration (currently Entry: €269 setup, €30 a month; Starter: €690 setup, €99 a month; net). The setup fee is due after the test, the monthly fee from the 1st of the following month; the rest of the first month is included. During the test the client cancels with one click on its Ori page or by e-mail to hello@a2digitalworks.com; there is then no charge.

The minimum term is 12 months from the first monthly fee; after that section 5 applies (cancellable monthly with 1 month's notice to the end of a month). The subscription includes the stated number of conversations a month. Further conversations are counted, not switched off, and billed with the next invoice at the per-conversation price (currently Entry €0.15, Starter €0.12, net). Only as protection against abuse, for example automated requests, does Ori pause at three times the subscription volume until the end of the month and show the client's contact details; on request we raise this limit. A conversation is a coherent exchange with one person.

Ori is integrated via one line of code provided by A2; the client inserts it or has A2 insert it. Ori answers questions based on the client's public start page and the information the client gives A2; A2 re-reads the start page regularly. The client ensures that it may use this content and adds the note A2 provides on the Ori page to its privacy policy. Section 5 applies to the answers (careful operation, no warranty for every single answer).

Processing on behalf (Art. 28 GDPR): insofar as visitors to the client's website ask Ori questions, A2 processes their data on behalf of and on the instructions of the client, solely to generate the answers. Data subjects are visitors to the client's website; the data processed are the text of the questions and the technically necessary connection data (IP address, time). A2 does not store conversation content; only the number of conversations and

messages is counted (with a hashed conversation identifier that is deleted after 13 months). A2 binds the persons involved to confidentiality, takes appropriate technical and organisational measures (encrypted transfer, servers in the EU, access for authorised persons only, no storage of content), supports the client with data subject requests and personal data breaches and notifies it of such without undue delay, provides the information needed for proof and allows audits by arrangement.

The client authorises the following sub-processors: Hetzner Online GmbH (Germany, servers) and Anthropic, PBC (USA, generating the answers; EU standard contractual clauses, no use for training). A2 informs the client of an intended change in advance; the client may object for an important data protection reason. Processing ends with the contract; A2 deletes the website data for Ori (text read from the start page, settings) at the latest three months after the end of the contract, unless a retention duty applies.

6. Acceptance and changes

Completed services are submitted to the client for acceptance. If the client does not report material defects within 10 working days, the service is deemed accepted; going live or productive use also counts as acceptance.

Two revision rounds per milestone are included. Further change requests and changes to the agreed scope are implemented by effort at the current hourly rate or under a separate offer.

7. Rights of use

Upon full payment the client receives the non-exclusive right, unlimited in time and territory, to use and edit the work results created for them (design, copy, code, marks) for the agreed purpose. For marks and logos an exclusive right of use is granted on request.

Excluded are tools, libraries, templates used by A2 and the Buddy platform itself; for these the client receives only the right needed for use during the contract term. Third-party licences (fonts, images, software) apply under their own terms.

A2 may name completed projects with name and image as references unless the client objects in writing. A discreet "Built by A2 Digital Works" note in a website footer may be removed.

8. Warranty and liability

A2 warrants that the work results correspond to the agreed scope at the time of acceptance. Defects must be reported in writing; A2 has the right to remedy. The warranty period is six months from acceptance. No warranty is given for changes by the client or third parties or for consequences of changed third-party systems (browsers, platforms, interfaces).

A2 is liable for damages only in cases of intent or gross negligence. Liability for slight negligence, lost profit, data loss, consequential and pure financial loss is excluded to the extent permitted by law. Liability is limited to the order value of the affected order or to the fees of the last twelve months of the affected ongoing service.

The client is responsible for regular backups of systems within their own area of responsibility.

9. Data protection

Both parties comply with the GDPR and the Austrian Data Protection Act. Where A2 processes personal data on behalf of the client as part of an ongoing service — for example a Buddy's conversations with customers — the parties conclude a data processing agreement under Art. 28 GDPR before activation. The sub-processors used by A2 are named in it.

The privacy policy of this website covers visits to the website; it does not replace the data processing agreement.

10. Term and termination of projects

Projects end with acceptance. If the client terminates a running project early, services rendered up to that point and demonstrably incurred costs are to be paid; deposits already made are credited. The right to terminate for good cause remains unaffected.

Termination of ongoing Buddy services is governed by section 5.

11. Final provisions

Austrian law applies, excluding the UN Sales Convention and conflict-of-law rules. Place of jurisdiction is the competent court in Vienna.

Should a provision be invalid, the validity of the remaining provisions is unaffected; the invalid provision is replaced by one that comes closest to its economic purpose. Amendments and additions require written form; email suffices.

This version matches the terms on www.a2digitalworks.com/en/terms/ as of the date shown.

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