

# TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE

**IQVENT AG, Garnisongasse 4, 1090 Vienna (Austria)**

Version: July 2020

## **Preamble**

IQVENT AG is an Austrian limited liability company, registered in the commercial register of the Commercial Court of Vienna under registration number FN 517288v, with its registered office in Vienna and the business address Garnisongasse 4, 1090 Vienna ("**Operator**") who is operating the website [www.iqvent.com](http://www.iqvent.com) ("**Website**").

## **§ 1. Scope of Application**

1. These Terms and Conditions apply exclusively to the use of the Website.
2. Mere users of the of the Website („Users“) are considered consumers within the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council.

## **§ 2. Obligations of Users**

1. The Operator reserves all rights (copyright, trademark and other intellectual property rights etc.) to all retrievable content, in particular videos, texts, graphics, photos, logos / brands, designs including layout, software and their content. Further use is strictly prohibited and is only permitted on request and with the express permission of the Operator.
2. Users are not permitted to upload or distribute data and content (e.g. viruses, spyware, trojans) or to perform actions that could impair the operation of the Website or damage the Operator in any other way. Any use that could lead to a change in the structure of the Website and the software or program data is prohibited.

3. As far as the Operator is legally obliged, the Operator is entitled to access all content and data of Users, to transmit these if necessary to courts, authorities or other third parties or to delete them, in particular in correspondence with legal regulations, as well as judicial or official orders, in addition, for the purpose of safeguarding these Terms and Conditions, the assertion of a law breaking, as well as the protection of the rights of other Users and the public. The Operator is equally entitled to process the data received through the contact form or via email in order to answer inquiries, fulfill legal requirements or assert legal claims.
  
4. The Operator is entitled to immediately remove any data or content that violates the Terms and Conditions, the Privacy Policy of the Website or the applicable legal system, as well as unlawful or undesirable content or data, without notifying Users and, if necessary, to take further measures.
  
5. Users are invited to report incorrect data or content via the email address listed on the Website or the contact form in order to assist the Operator. Furthermore, Users are invited to report all data and content that constitutes a violation of the Terms and Conditions immediately and truthfully. Reports about a violation of the Terms and Conditions or legal provisions will be reviewed by the Operator as soon as possible.

### **§ 3. Disclaimer of Warranty and Liability**

1. The Operator is not liable for the actions of the Users. Users undertake to indemnify and hold the Operator harmless in the event of claims by third parties, which are attributable to the User and have their legal grounds in the use of the Website.
  
2. The Operator shall only be liable for gross negligence or intent within the framework of the existing statutory provisions, irrespective of the legal basis (pre-contractual, contractual, non-contractual), in case of pecuniary losses. The Operator is not liable for slight negligence. A liability of the Operator for consequential damages, mere financial losses, lost profit, or damages from claims of third parties is excluded. Liability of the Operator for personal injury of Users is not excluded.

3. The Website may not be accessible from time to time to allow maintenance or the introduction of new functions or add new Product Pages. The Operator tries to limit the frequency and duration of any such temporary interruption. However, the Operator does explicitly not guarantee that the Website is available to the Users uninterrupted, that all data and content are correct, complete, accurate and current or that the Products offered meet the requirements or expectations of the Users.
  
4. If the Operator does not object to a violation of the Terms and Conditions or statutory provisions, the assertion of the claims arising from the violation shall not be waived.

#### **§ 4. Confidentiality, Data Protection**

1. The Users undertake to treat all information and data received within the scope of the Website as strictly confidential and not to make them accessible to third parties, if not stated otherwise in these Terms and Conditions and if the data is not publicly available. This provision shall also apply after termination of a business relationship with the User.
  
2. The Users are obliged to comply with the General Data Protection Regulation (GDPR), all national data protection regulations and the Privacy Policy.

#### **§ 5. Changes to Terms**

The current version of these Terms is available under [www.iqvent.com](http://www.iqvent.com). The Operator reserves the right to update, change or replace these Terms at any time.

#### **§ 6. Miscellaneous**

1. Should a provision of this Terms and Conditions be invalid, contestable or unenforceable, the validity of this Terms and Conditions shall remain unaffected, provided that this corresponds to the intention of the parties to this Terms and Conditions as it emerges from the provisions of this Terms and Conditions in their context. If the User is not a consumer within the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, such a provision shall then be

replaced by an effective and enforceable provision which has such legal and above all economic content as the invalid one or comes closest to it.

2. These Terms and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in all respects in accordance with Austrian law, excluding the Austrian conflict of law rules of Austrian international private law.
  
3. All disputes arising out of the Platform or related to its violation, termination or nullity shall be brought before the competent court in corporate matters (Handelsgericht) in Vienna, Austria. If the User is a consumer within the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, the place of jurisdiction shall be the place of residence of the consumer.