

# General Conditions of Use for the Welser Profile Customer Portal

## 1. SCOPE

These General Conditions of Use (hereinafter referred to as "GCU") govern the requirements and conditions as well as other aspects of the use of the Customer Portal (hereinafter referred to as "Customer Portal") provided by Welser Profile Austria GmbH, which can be accessed by users at <https://customer.welser.com>.

Users within the meaning of these GCU are exclusively entrepreneurs, as defined in § 1 of the Austrian Commercial Code (UGB), who register to use the Customer Portal.

The Customer Portal is operated by **Welser Profile Austria GmbH** (hereinafter referred to as "**Welser**"), a limited liability company registered in the Commercial Register of the Regional Court of St. Pölten under FN 189291 w, with its registered office in Ybbsitz and the business address Prochenberg 24a, 3341 Ybbsitz, telephone number: +43 7443 800-0, email address [at@welser.com](mailto:at@welser.com), sales tax identification number: ATU48017809. Welser is the contractual partner of the user with regard to all agreements concerning the use of the Customer Portal.

These GCU apply exclusively between the user and Welser in connection with the use of the Customer Portal. Other general terms and conditions or conditions of use will be rejected by Welser and may only apply insofar as Welser expressly agrees to such conditions in writing.

**By registering for the Customer Portal, the user confirms that he/she is an entrepreneur as defined in Section 1 of the Austrian Commercial Code (UGB) and that he/she is registering for the Customer Portal as part of his/her entrepreneurial activity (i.e. as a business-related transaction). If this assurance is incorrect, the user shall be liable for all disadvantages and damages incurred by Welser as a result. The customer shall fully indemnify and hold Welser harmless in this respect.**

## 2. CONCLUSION OF CONTRACT, REGISTRATION

Registration for the Customer Portal is only possible upon invitation from Welser. The invitation to register constitutes an offer on the part of Welser to the user to conclude a contractual relationship (hereinafter referred to as "**User Relationship**") concerning the use of the Customer Portal under the terms and conditions set forth in these GCU.

To register for the Customer Portal, the user must have a Microsoft account and the "Microsoft Authenticator" app.

Before the user can register, he/she must provide Welser with the email address of his/her Microsoft account. The user agrees to use only a non-personal email address (e.g. [office@musterfirma.at](mailto:office@musterfirma.at)) for activation in Microsoft Authenticator. Welser will use this email address to create a user account for the Customer Portal and send the user an invitation link to the Customer Portal. This invitation link grants the user access to the registration screen for the Customer Portal, where he/she can register. After successful registration, the customer can log in to his/her user account by entering his/her Microsoft account password as well as by verification using the "Microsoft Authenticator".

The customer accepts Welser's legally binding offer to conclude a user relationship by starting the registration process for the Customer Portal via the link provided to him/her by Welser and subsequently completing it in full. Before the user can complete the registration process, he/she is given the opportunity to check all the information he/she has provided and change it if necessary. After completing the registration process, changes to the information provided by the user during registration are possible at any time via the user account in the Customer Portal.

During registration, the user will be provided with the present GCU and the privacy policy for the Customer Portal for the purpose of familiarization and confirmation. The user can download and save these documents. The latest version of the GCU is also made available on Welsers website.

The user undertakes to handle the login details for the Customer Portal with care. In particular, he/she will not disclose the login details to unauthorized third parties and will not allow unauthorized third parties to access the user account. The user is liable for all culpable actions in connection with his/her user account and undertakes in this respect to indemnify and hold Welsers harmless.

The user relationship between the user and Welsers can only be concluded in German. Welsers does not store the text of the contract. The customer is therefore required to ensure the download and appropriate archiving of the contractual documents him/herself.

### **3. AMENDING THE GCU**

Welsers shall be entitled to unilaterally amend these GCU. The user shall be informed of any changes to the GCU during his/her next visit to the Customer Portal by means of an automatic pop-up window which will also allow him/her to download and save the GCU in the updated version.

The respective amendment to the GCU shall become effective upon receipt of the amendment information by the user, provided and to the extent that said amendment is reasonable for the user. Reasonableness shall in any case be assumed if the amendment is merely minor and objectively justified (e.g. necessary to adapt the GCU to a changed, mandatory legal situation).

Other amendments to these GCU shall become effective upon expiry of 4 (four) weeks from receipt of the amendment information by the user, unless the user objects in writing within this period. If the user submits an objection in due time and form, the respective amendment to the GCU shall not take effect vis-à-vis the user. The right of Welsers to terminate the affected user relationship in this case in accordance with the provisions of these GCU remains unaffected.

### **4. SERVICE CONTENT**

The Customer Portal provided by Welsers makes various applications, functions and services available to the user. The functional scope of these is described in the Customer Portal or results from the respective applications.

Among other things, the Customer Portal includes a function that allows users to send electronic messages directly to Welsers via the Customer Portal. It is expressly pointed out that this function is not intended for placing orders with Welsers or for concluding contracts with Welsers at a distance. If the content of a message sent via the Customer Portal relates to the ordering of products, this is to be qualified merely as a non-binding inquiry to Welsers. Welsers will then contact the customer to discuss or specify the content of the request with the user. A party's obligation to contract cannot be derived from this in each case.

The user has no claim to any kind of minimum availability of the Customer Portal and/or to its permanent or temporary usability for a specific purpose. Notwithstanding the preceding sentence, it is noted that Welsers is in particular entitled to block access to the Customer Portal in whole or in part for the time required in each case to carry out regular or extraordinary maintenance work and as a result of events beyond Welsers control.

The design of the Portal and, in particular, the determination of its content, scope of functions, and range of services are at the sole, reasonable discretion of Welsers and may be modified by Welsers at any time. Welsers will give due consideration to the interests of users when making such modifications.

The right of modification of the preceding provision includes, in particular, the right to make necessary or useful extensions to the functions of the Portal, in order to thereby ensure the contractual compliance and/or security of the Customer Portal, as well as trouble-free use of the

Customer Portal by all users in accordance with respectively applicable legal provisions and existing rights of third parties.

## **5. FREE PROVISION**

The use of the Customer Portal and all service contents and/or services associated therewith shall be made available to the user free of charge. In particular, the user does not have to make any payments for using the functions and services of the Customer Portal.

## **6. TECHNICAL REQUIREMENTS**

The use of the Customer Portal requires the user to have functioning access to the Internet with an adequate Internet connection as well as a suitable terminal device. The Customer Portal can be accessed with current Internet browsers in the current version.

It is pointed out that the software and hardware used by the user may influence the use of the Customer Portal.

## **7. INTELLECTUAL PROPERTY RIGHTS**

The Customer Portal and its underlying programs and software as well as all content published by Welsers via the Customer Portal, are protected by copyright, whereby Welsers holds all rights of use and exploitation. Copies in any form, in whole or in part, are prohibited, as are any other imitation of the Customer Portal and/or underlying programs and software and/or copyrighted content.

## **8. WARRANTY**

The user relationship between the user and Welsers regarding the use of the Customer Portal is free of charge, which means that the statutory warranty rules of §§ 922 et seqq. ABGB (Austrian Civil Code) do not apply to it. Therefore, Welsers shall not be liable under warranty law for the Customer Portal.

The provision of § 1 para. 3 VGG is again expressly excluded out of legal prudence.

## **9. LIABILITY**

Any liability of Welsers towards the user for damages caused by merely minor negligence – except for personal injuries – is excluded (also due to the free provision of the service on the part of Welsers). The liability of Welsers for gross negligence shall be limited to the breach of the main contractual obligations.

Any liability of Welsers for negligently caused consequential damages and/or lost profits is in any case completely excluded.

The user is responsible for regularly updating the IT infrastructure and software used by him/her, for regular data backups, up-to-date virus protection, and effective firewall systems.

## **10. TERMINATION OF THE USER RELATIONSHIP, DATA DELETION**

The user relationship between Welsers and the user is in principle established for an unlimited period of time.

An ordinary termination of the user relationship is possible for each party without giving any reasons by observing a notice period of 2 weeks.

The respective user relationship may be terminated for important reasons at any time without notice and without prejudice to the preceding provisions. Important reasons entitling Welsers to extraordinary termination shall include, but not be limited to:

- a) the violation by the user of one of the provisions mentioned in these GTU, unless this violation is remedied by the user within a maximum of 14 days from the corresponding request by Welser;
- b) if the user commits at least 3 material breaches of contract within a continuous period of 6 months, irrespective of whether each of these breaches has been remedied within the period specified in the preceding paragraph and irrespective of whether Welser has sent a request for remediation to the user;
- c) the use of the Customer Portal by the user in a way that violates the rights of third parties;
- d) that the user has not accessed the Customer Portal within the last 2 years.

If the user relationship between Welser and the user has been effectively terminated, Welser shall be entitled to block the user's access to the Customer Portal, to prohibit the user from any further use of the Customer Portal, and to delete the user's account and the associated data, unless Welser is entitled to retain them. However, the user shall be entitled to demand access to the Customer Portal within a period of 2 weeks from the effectiveness of the termination of the user relationship exclusively for the purpose of otherwise securing any data which the user has permissibly stored on the Customer Portal.

Welser will delete or anonymize the user account of the user as well as the associated tickets and orders in the Customer Portal if the user does not log in to the Customer Portal at any time within a period of two years. In addition, the customer has the option of sending an email to **datenschutz@welser.com** to request the deletion of his/her user account. Welser shall delete the user's account and the associated personal data within 14 days of receipt of the email sent by the user.

Welser shall not be liable to the user for the data stored by the user on the Customer Portal being available for an unlimited period of time. It is the user's responsibility to make timely and regular backups of this data.

## **11. USE**

The user undertakes to refrain from any activity that is likely to impair the operation and functionality of the Customer Portal and/or the technical infrastructure, software, and/or programs behind it. This includes, in particular, the use of harmful software, data, programs, etc. in connection with the use of the Customer Portal.

The user undertakes not to engage in any activity within the framework of the Customer Portal or to post, disseminate, and/or implement any content that violates legal prohibitions, morality, and/or the rights of third parties. In the event of any failure to comply with this obligation, the user undertakes to fully indemnify and hold Welser harmless.

In the event of concrete circumstances proving that the user has provided incorrect information during registration, misuses the Customer Portal, damages the infrastructure associated with the Customer Portal or violates these Terms of Use, Welser may at any time terminate the user relationship without notice or deadline and temporarily or permanently block or delete the user's user account and the user's associated data. In this case, the user also has no right to access the customer account again for the purpose of data backup.

## **12. DATA PROTECTION**

The data of the user or the user's contact person collected by Welser shall be processed by Welser or by a commissioned third party exclusively to fulfill the purpose of use.

Information on the processing of personal data in connection with the present user agreement is provided at **<https://www.welser.com/datenschutz>**.

### **13. NOTIFICATIONS**

The user is obligated to keep the email address stored in his/her user profile up to date and to notify Welsers immediately of any changes thereto.

All legally relevant declarations and other messages from Welsers in connection with the respective user relationship may be effectively delivered to the user at the email address last provided by the user via his/her user profile and shall be deemed received by the user upon delivery to this address.

### **14. JURISDICTION**

For all disputes arising from and/or in connection with these GCU and/or the respective user relationship subject to these GCU, it is agreed that the exclusive jurisdiction of the court having subject-matter jurisdiction shall be the registered office of Welsers.

### **15. APPLICABLE LAW**

These GCU as well as all validly established user relationships thereunder shall be governed by Austrian law to the exclusion of its conflict of law provisions.

### **16. SEVERABILITY CLAUSE**

Should one of the provisions of these GCU not be legally enforceable or become invalid, this shall not affect the enforceability of the remaining provisions. The legally ineffective or unenforceable provision shall automatically be deemed to be replaced by a provision that is legally effective and valid and comes as close as possible in its economic effect to the replaced provision, to the extent possible and legally permissible.

### **17. EXCLUSION OF THE ECG**

The application of the provisions of §§ 9, 10 and 12 ECG to these GCU (insofar as it is legally possible at all) is hereby excluded by mutual agreement.