

## General Terms and Conditions for Online Sales

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU CLICK THE “I accept the General Terms and Conditions for Online Sales” BUTTON.

### I. Subject and scope

- (1) These General Terms and Conditions for Online Sales (hereinafter referred to as “General Terms”) apply to all purchase orders you place on the Viscovery® online store located at [www.viscovery.net](http://www.viscovery.net) (hereinafter referred to as “Website”) and your subsequent agreement with Viscovery Software GmbH, Kupelwiesergasse 27, 1130 Wien, Austria (hereinafter referred to as “Viscovery”) regarding your purchase of Viscovery® software licenses, updates or upgrades (collectively referred to as “Software”).
- (2) In addition to these General Terms, the Viscovery Software license agreement regarding the Software use shall apply. You can access the corresponding license agreement through the provided link. You must also accept this license agreement before you can place your order.
- (3) These General Terms shall apply exclusively. We do not accept any conflicting or deviating terms and conditions, unless this has been agreed in the individual case with a legal representative of Viscovery in writing. Our General Terms shall apply to deliveries even in the event that the conflicting or deviating terms have not been contradicted by Viscovery.
- (4) These General Terms apply equally to commercial entities and consumers. Differing provisions for consumers have been made where necessary.

### II. Order process and conclusion of purchase agreement

- (1) The product presentation on our Website does not represent an offer but shall be understood as a non-binding invitation for the customer to submit an order.
- (2) By clicking the “Buy now” button, you send us a binding offer for the conclusion of a purchase agreement with Viscovery regarding the Software items in your shopping cart (hereinafter referred to as “Order”).
- (3) Viscovery may, at its discretion, accept or reject the Order. Viscovery will accept your Order by sending an order confirmation or simply by delivering the ordered Software to you. Unless otherwise stated, the effective date of the purchase agreement is the date on which Viscovery confirms by email the acceptance of your Order. In case of purchase on advance payment, the purchase agreement is subject to the condition of and shall become binding for Viscovery only upon receipt of the full payment for the purchase.
- (4) If you place an Order through our Website, the ordering process comprises four steps:
  1. You select the desired goods (Software licenses).
  2. You check all items in your shopping cart and apply any necessary changes. You click the “Check out” button to proceed to payment.
  3. If you have not already done so, you log into your user account with email and password and enter the required customer data for the invoice.
  4. Finally, on the “Checkout” page, you select the preferred method of payment and confirm your acceptance of the conditions that shall apply to the purchase. Here, you can again change the invoice details, check your purchase data and return to the cart by clicking “Back to cart”. By clicking “Buy now”, your Order becomes binding.
- (5) With our order confirmation and/or delivery, we will send you a copy of the corresponding Order, including the corresponding invoice, to your email address.

### **III. Prices, delivery costs, taxes and duties**

- (1) All prices quoted on our Website are in EURO net, excluding taxes or charges that may apply to the particular case.
- (2) No delivery costs will be charged for the delivery of the ordered Software.
- (3) If you are a consumer resident in the European Union or if you represent a legal entity with registered seat in Austria or a European entity without valid VAT ID number, the legal value added tax (VAT) applicable for your country is added to the amount of the product price, as specified on the checkout page.
- (4) Any additional custom taxes, duties, fees, imposts, tariffs and charges that may be raised by particular countries or authorities related to the conclusion or execution of your Order shall be borne by you. In the event Viscovery is required to pay such charges to any authority, you shall indemnify and hold harmless Viscovery for any such payments.
- (5) In the event of obvious errors on the Website or made in connection with your Order, Viscovery reserves the right to correct the error and charge you the correct price. In such a situation, we will contact you and offer you the option of purchasing the Software at the correct price or cancelling your Order.

### **IV. Payment conditions**

- (1) You can select one of the payments methods described on the Website. Viscovery reserves the right to exclude or include particular payment methods at any time.
- (2) In case of payment by credit card, PayPal or SOFORT, your payment will be executed by our payment service provider PayUnity using their discrete secure infrastructure. PayUnity reserves the right to decline the processing of payments in cases of suspected fraud or other irregularity.
- (3) If you choose "Prepayment" as payment method, we will send you an invoice including our banking details by email. You shall be obligated to pay the amount due without delay in full, including any bank charges for Viscovery. Our acceptance of your Order in this case will be subject to receipt of your payment.
- (4) If your prepayment has not be made within 14 days upon receipt of the invoice, Viscovery will have the right to rescind the contract; the right of Viscovery to raise claims for damages on such grounds shall not be affected thereby.
- (5) In the event of any payment delay, Viscovery shall have the right to charge default interest in the amount of 5% above the base interest rate of the European Central Bank valid at the time. In addition, you shall be obliged to compensate any reminder costs and collection expenses that have been incurred due to the delayed payment.
- (6) You may not set off any amounts due whatsoever from Viscovery against amounts due to Viscovery, unless expressly allowed by mandatory Consumer protection law.

### **V. Delivery**

- (1) Viscovery will send the delivery email to the address indicated in your Order. The delivery contains the download link, the product license key(s) and the invoice.
- (2) Viscovery shall deliver the Software without delay upon confirmation of your successful payment of the purchase price. Time for delivery shall be prolonged by reasonable periods in case of force majeure or other events for which Viscovery is not responsible, such as disruptions in operations, strikes, authority measures, or troubles with telecommunications.
- (3) The Software shall remain the property of Viscovery until all liabilities under the Order have been paid in full, the earlier passing of the risk notwithstanding.

- (4) The deliveries are made at the risk of the purchaser who is responsible for downloading the Software from the Website and for activating the Software with the license key. Unless specified otherwise, license keys are valid for the period of one year from the date of delivery. License upgrades and extensions do not require installation of a new license key but instead require the existing key to be activated in the Software again.
- (5) The Software may be subject to customs and export control laws and regulations. You are obliged to comply with the regulations and obligations resulting from these export control laws. Viscovery shall not be liable for any and all limitations with regard to the delivery of the Software resulting from such regulations and reserves the right to withdraw from the purchase agreement based on these grounds.

## **VI. Right of withdrawal**

- (1) Pursuant to § 11 (1) of the Austrian Distance Selling Act (FAGG), contractual parties who are consumers may withdraw from a purchase agreement without giving reasons within 14 days of the receipt of goods. For digital goods such as software downloads, however, this right of withdrawal lapses if the delivery starts within the withdrawal period, provided the purchaser expressly consents to the early start of delivery and to the related waiver of the purchaser's right of withdrawal, pursuant to § 18 (1) 11FAGG.
- (2) You can buy Software from the Website only if you waive your right of withdrawal because Viscovery will start the delivery without delay after the purchase agreement comes into effect.
- (3) By clicking the "I consent to immediate fulfillment of my order and thus waive my right of withdrawal" button you expressly consent that Viscovery will immediately start with the fulfillment of the purchase agreement and that you thereby waive your right of withdrawal.

## **VII. Use of personal information**

- (1) To register on the Website, you need to specify a login name and a password. Viscovery further needs your contact information for issuing the invoice. You are responsible for keeping this information correct, confidential, and up to date.
- (2) By completing the contact form, you ensure and take full responsibility that the entered data truly identifies you as a natural person or as a representative of the specified organization. If you place an Order on behalf of an organization, you ensure that you have the authority to do so. In particular, you are responsible that any VAT number you enter is appropriate and correct.
- (3) Viscovery is not liable for any consequences that may result from incorrect, incomplete, or false information you have entered or from data you have changed subsequently to your Order.
- (4) In case of online payments, you are required to enter your payment details. Online payment information related to your Order is processed by Viscovery's payment service provider PayUnity. Viscovery does not receive detailed information (such as your credit card number) from transactions but instead receives information about whether the payment has been performed successfully or not.
- (5) By placing your Order, you agree that your contact and payment information may be used to process your payment and to execute your Order.

## **VIII. Data protection**

- (1) Viscovery shall comply with the provisions of the Austrian Data Protection Act (DSG 2000) and take all reasonable measures to keep your personal information confidential and secure.

- (2) Viscovery will disclose your personal information to third parties only to the extent necessary to process your payment, to enforce and fulfill the purchase agreement, to comply with legal and administrative obligations, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to the use of the Software.
- (3) Viscovery will not disclose your personal information to any third parties for marketing and advertising purposes without your explicit consent.

#### **IX. Liability**

Unless Viscovery is proven to have defaulted intentionally or through gross negligence, claims for damages or the rescission of the contract on grounds of late delivery is excluded. Viscovery's total liability in any matter arising out of or related to these General Terms is limited to the purchase price.

#### **X. Miscellaneous**

- (1) Viscovery may assign, transfer or otherwise dispose its rights and obligations under the purchase agreement with you, in whole or in part, at any time without notice to you. You may not assign the purchase agreement or transfer any rights hereunder.
- (2) If any part of these General Terms is or becomes legally invalid or ineffective, the validity of the other provisions shall not be affected thereby. In this case, the invalid or ineffective provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid or ineffective provision.
- (3) Viscovery reserves the right to amend these General Terms after prior written notification. Changes shall apply to your existing purchase agreements only, subject to the conditions that Viscovery has informed you about the intended changes in writing and that you did not object to the changes within a period of four weeks.
- (4) These General Terms and the Software license agreement constitute the entire agreement between you and Viscovery regarding your Software purchase and supersede all previous agreements that may have been made. In case of conflict between these General Terms and the License Agreement, the latter shall prevail.
- (5) Any and all changes and amendments to a purchase agreement concluded with Viscovery shall be submitted in writing. This shall also apply to a waiver of this written form clause.
- (6) The place of performance regarding delivery and payment shall exclusively be Vienna, Austria. If the purchaser is a consumer, § 14 of the Austrian Consumer Protection Act shall apply.
- (7) These General Terms shall be governed by Austrian law, to the exclusion of its conflict of law rules. The application of the United Nation Convention on Contracts for the International Sale of Goods shall be excluded. The place of jurisdiction shall be the court having subject-matter jurisdiction in Vienna, Austria. If you are a purchaser outside the European Union, Viscovery is entitled to bring action against you regarding all disputes related to the purchase agreement also at your residence, registered office or place of establishment.