

# Funding Cockpit

## General Terms and Conditions of Use (GTCs)

Date: 6 February 2020

### 1. Scope

- 1.1. The Funding Cockpit is operated by the “**Vienna Business Agency. A service offered by the City of Vienna.**” with its registered office at Mariahilfer Strasse 20, 1070 Vienna, Austria (hereinafter “Provider”).
- 1.2. Registration with and use of the Funding Cockpit at the domain **wirtschaftsagentur.at** is exclusively subject to the following General Terms and Conditions of Use (hereinafter “GTCs”). All funding programmes and other services (e.g. competitions) are subject to corresponding funding conditions.

### 2. Scope of service

- 2.1. The Provider makes user accounts available to individuals, organisations and companies (hereinafter “User”) through the Funding Cockpit by enabling each User to manage their personal data and personal funding details, and by offering Users the opportunity to submit funding applications online. The specific scope of the Funding Cockpit service is a result of the functions offered on the website **wirtschaftsagentur.at**.

### 3. User account/registration

- 3.1. To access the services offered by the Provider in the Funding Cockpit, a User must register online at **wirtschaftsagentur.at** by creating a user account. However, a User does not have a right to registration.
- 3.2. Registration for and use of a user account is free of charge.
- 3.3. A User can access the Funding Cockpit following activation of their user account and for an indefinite period.
- 3.4. The User undertakes to keep the login details for their user account confidential and to protect them against access by unauthorised third parties.
- 3.5. The Provider reserves the right to amend, extend or partially or fully restrict the functionality of user accounts or to delete any user account without notice, without giving reasons, at any time and with immediate effect, in particular if a User breaches these GTCs.
- 3.6. A User and the Provider have the right to delete the account that User’s account at any time without observing a notice period.

## **4. Warranty and liability**

- 4.1. The warranty is determined by statute.
- 4.2. The content in the Funding Cockpit (explanations, information, etc.) is continuously updated and produced with the utmost care. Nevertheless, the Provider cannot exclude the possibility of errors in the content. The Provider provides no warranty as to the accuracy, completeness, currency or quality of the content in the Funding Cockpit.
- 4.3. The Provider shall only be liable for damages due to culpable violation of a contractual duty if such damages were caused either intentionally or through gross negligence by the Provider or one of its vicarious agents. This does not apply to personal injury. Compensation for lost profits or consequential damages is excluded. This also applies in the event of default and impossibility of performance. However, in the event that the Provider is liable, this liability is limited to the amount of EUR 5,000.00 (five thousand euro) per event of loss and per User.
- 4.4. The Provider shall not be liable for any disruptions, outages or other malfunctions of the Funding Cockpit due to technical reasons. Scheduled maintenance work should not reduce the availability of the Funding Cockpit.
- 4.5. Each User undertakes to indemnify and hold harmless the Provider against any and all damage arising from use of the Funding Cockpit. A User shall be liable for any inaccurate information they submit to the Provider.

## **5. Confidentiality and data protection**

- 5.1. Users can find all information regarding data protection at:  
<https://viennabusinessagency.at/data-protection/>

## **6. Final provisions**

- 6.1. The sole place of jurisdiction for all legal disputes in relation to these GTCs is the responsible court for the Inner City district of Vienna.
- 6.2. All legal disputes arising in relation to these GTCs are exclusively subject to Austrian law. The application of the UN CISG, reference provisions of the Austrian Private International Law Act (IPRG) and Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations ("Rome I Regulation") is excluded. The place of fulfilment is Vienna.
- 6.3. Any amendments and/or additions to these GTCs shall be invalid unless made in writing. This also applies to derogation from the written form requirement. For the purpose of this agreement, a Secure Electronic Signature does not satisfy the written form requirement.

6.4. If any individual provision of these GTCs is or becomes void, unenforceable or invalid, this shall not affect the validity or enforceability of these GTCs as a whole. In such a case, the parties shall replace the void, unenforceable and/or invalid provision with a valid provision that expresses the economic purposes of the void, unenforceable and/or invalid provision as closely as possible.