

General Terms and Conditions – Online (GTC – Online)

A. Preamble

The Web pages of Vienna Business Agency, which can be found on the Internet at the Internet address www.wirtschaftsagentur.at, provide information and services for the Viennese business community as well as for international investors. An integral part of the Web Portal is a section in which the individual business and investment promotion programs being carried out by the City of Vienna are described. In addition, it is possible to apply for financial incentives or grants on an online basis. Within the context of an online application for obtaining public incentives or funding, direct contact is established between Vienna Business Agency and the users of the Web Portal at the Internet address www.wirtschaftsagentur.at.

The following General Terms and Conditions – Online (hereafter referred to as “GTC-Online“) apply to those who make use of the services offered on the Vienna Business Agency Web Portal (www.wirtschaftsagentur.at) and those related subpages which are directly linked to the page on the Vienna Business Agency Web Portal. The GTC-Online are valid for all users, even in the case when access www.wirtschaftsagentur.at takes place outside the geographical boundaries of the Republic of Austria. They are also valid in regards to any future business dealings, even in those cases in which no express reference is made to these general terms and conditions. The GTC-Online also applies to users, who are diverted or referred to the Vienna Business Agency Web Portal, or who somehow or by some means end up accessing these Web pages.

The GTC – Online apply to all services provided on the Vienna Business Agency Web Portal, primarily in regards to the provision of services, advisory services or in particular, for services connected to the processing of applications for financial incentives or grants. The GTC – Online are valid for all business dealings concluded between Vienna Business Agency and the users of the Vienna Business Agency Web Portal, which are provided either in return for payment or which are provided at no charge.

The GTC – Online comprise an integral part of any contractual service agreement concluded between Vienna Business Agency and the users of the Vienna Business Agency Web Portal.

Any possible reference on the part of users of the Vienna Business Agency Web Portal to their own general terms and conditions, or references to any other of their own business or contractual terms and conditions, have no legal effect or validity. This also applies to the specific case in which Vienna Business Agency does not expressly express its objection to their inclusion. In addition, this also applies when Vienna Business Agency provides services to users in accordance with a valid contractual agreement, even if Vienna Business Agency is aware of other terms and conditions to the contrary

These GTC – Online are available and can be accessed on the Vienna Business Agency Web Portal under the heading “GTC – Online (in German: AGB-Online), and can also be viewed on the premises of Vienna Business Agency during its normal business hours, Monday to Thursday from 8:30 a.m. until 3:30 p.m. and on Fridays between the hours of 8:30 a.m. and 2:00 p.m. On request, Vienna Business Agency will provide any interested party with a printed copy of these GTC – Online.

B. Definitions

Incentive: a financial allocation or grant on the part of the public authorities, which is awarded to a private legal entity by an administrative body or another designated institution which has been authorised to award such grants. The pre-requisite for being awarded such an incentive is fulfilling all specified requirements, both of a formal and material nature. The applicant has no automatic

entitlement, legal right or any legal claim whatsoever, no matter in which form, to be awarded such an incentive by the public authorities.

Online application: a procedure involving the submission of one or several applications for incentives, in which potential candidates to be granted such grants apply to be awarded such an incentive. On the one hand, the basis for submitting an online application is a registration of the user in the Vienna Business Agency system. On the other hand, it is necessary for the user to make personal data as well as company and project-related information available to Vienna Business Agency.

The point in time in which the online application is considered to be formally filed with Vienna Business Agency is the moment in time in which the online forms are verified as having been duly received on the servers which are managed by the Internet provider of Vienna Business Agency. This submission date is only valid subject to the condition that the “Certificate of Application Authenticity” is duly received by Vienna Business Agency within five working days calculated from the day on which the online application is submitted. (Note that the day in which the application is submitted is not included.) Online applications which have not been certified by an original document are handled as if these applications were not submitted at all.

C. Change in the GTC-Online

Any time in which a contract has been concluded, and when any changes are made to the GTC – Online, Vienna Business Agency will hand over or transmit a copy of the GTC – Online to the user upon the user’s request, at no charge whatsoever. Changes in the GTC – Online as well as any changes made in relevant descriptions or specifications applying to services being rendered or to provisions for payment are announced on the home page of the Vienna Business Agency Web Portal at least one month prior to the time when these changes take effect. The regulations as laid down in § 25 (3) of the Telecommunications Act continue to be valid.

In this case, the users of the Vienna Business Agency Web Portal will be expressly informed about any change in the GTC – Online on the home page of the Vienna Business Agency Web Portal. If Vienna Business Agency knows the email address of a particular user, then this user will also be informed about the change in the GTC – Online by a corresponding email. This notification per email can also be carried out even if the user has expressed his objection to receiving newsletters and to emails used for advertising purposes in accordance with § 107 of the Telecommunications Act. Vienna Business Agency is not legally obliged to find out the currently existing email address of users or the relevant email addresses of the users which are in service. If the user changes or switches the email address which had been previously provided to Vienna Business Agency, then the user must inform Vienna Business Agency of these changes. If such information regarding a change in the email address is not conveyed to Vienna Business Agency, then any failure to notify the user on the part of Vienna Business Agency is considered the responsibility of the user, who did not fulfil his duty of notification.

Corresponding changes to the GTC – Online are valid after a period of four weeks following the notification of the users by email or after a period of four weeks following the relevant announcement on the home page of the Vienna Business Agency Web Portal. For those users who express their objections to the changes within the deadlines specified above, the General Terms and Conditions – Online which they originally accepted will continue to remain valid.

D. Authorization

Vienna Business Agency makes available to the user an individual access authorization to a personalized domain within the Vienna Business Agency Web Portal. This domain has been exclusively assigned to the particular user. The personal data and personal information concerning the application for incentives of the individual user are stored in this domain. All the data transmitted to Vienna

Business Agency by the user is stored on servers managed by the Internet provider of Vienna Business Agency. The data stored on these servers is hereafter copied onto the server of Vienna Business Agency, and as a consequence are thus made available to the responsible employees of Vienna Business Agency for further processing.

Use of the “Online Submission of Applications” and thus the related services provided by Vienna Business Agency, along with the transmission of data of any kind to Vienna Business Agency and the use of the services provided by Vienna Business Agency, all take place at the user’s risk. In other words, this means that Vienna Business Agency does not assume any legal liability whatsoever in this regard.

E. Provisions applying specifically to online applications

1. General

The services provided by Vienna Business Agency in connection with the “Online Submission of Applications“ are formalized. This means that the provisions applying to the form of the application as specified in the GTC – Online are binding for all users of the services mentioned above.

2. Registration

The users have the possibility to propose a user name of their choosing – as long as this right has not been expressly revoked by Vienna Business Agency, which can be done at any time without Vienna Business Agency having to specify the reasons for this particular decision. This particular user name will be accepted by Vienna Business Agency, as long as the user name has not already been assigned to another user (according to the principle: first come, first served), and as long as the user name does not appear to be unlawful.

The user is forbidden to make use of a user name of his or her own choosing which violates any trademark legislation (e.g. the legal right to a name, trademark rights etc.) or any other intellectual property rights, or to assume the identity of others without their express consent.

The users are to inform Vienna Business Agency of their email address, in order to enable a quick and appropriate contact with Vienna Business Agency to be established.

If a user forgets the password he or she has chosen, then this user can submit a written request for access to the Vienna Business Agency Web Portal. Vienna Business Agency will then convey a new automatically-generated password to the user via the email address which has been supplied to Vienna Business Agency. Such an automatically-generated password only enables the user to access the Vienna Business Agency Web Portal one single time. Following the successful login onto the Vienna Business Agency Web Portal, which is carried out by means of using this automatically- generated password, the user is immediately required to choose a new password.

In order to register, the user is also required to provide the name of the authorized user. In this case, the user must be a physical person, who is either registering in his or her own behalf, or who is registering in the name of or on behalf of a company.

Access authorization is only valid for the user to whom the user name has been assigned. The user name and the designated password are to be carefully and securely stored by the user. It is forbidden for the user to pass on this information to any third party. If any user should find out about the unauthorized use of his or her access authorization, then the user must immediately inform Vienna Business Agency.

In the case of a violation or fraudulent use of the user's access authorization, or when there is a suspicion of such a case, then Vienna Business Agency is authorized to close the account. If any account is not used at all for a period of two years, the account will be deleted following a notification sent to the user by Vienna Business Agency to the user's known address or to the most recent email address supplied to Vienna Business Agency by the user. In this regard, all data stored on the account of the user will also be deleted.

With the exception of the user name, the user can change the registration data at any time.

3. Login after successful registration

Logging in to the Vienna Business Agency Web Portal takes place by entering the user name and the password. If the user forgets the password, then he or she can request a new automatically-generated password from Vienna Business Agency. The password will be sent to the email address supplied by the user during the registration process. This particular password enables the user to access the system a single time. In such a case, the user is required to immediately change this one-time password.

4. Submission of applications for funding

a) Web form – master file data

After the user has successfully been registered, and has logged in to the Vienna Business Agency Web Portal, the user will then reach the page in his or her personal "incentive cockpit" which deals with supplying the master file data. This master file data represents specific, personal information concerning the user. The particular Web-based form which lists the data for the master file is to be filled out by the user. The system stores the master file data, which is entered once by the user. This data is automatically transferred to every single newly-created incentive application. The master file contains a particular area, in which the data can be changed by the user at any time. Data which is found in another area of the form, and which has been specifically marked as such, cannot be changed by the user. In order to change this data, the user must submit a written request to Vienna Business Agency containing a short explanation to justify the request. Vienna Business Agency reserves the right not to make such changes.

b) Web form – application for incentives

After successfully logging in, and after the master file data form has been filled out and sent, the user has the right to submit online applications by using the Web form which has been provided. The data which has been entered in the master file form (refer to point 4a above) is automatically inserted into the particular application form. All mandatory questions must be filled out in order to be able to submit the application form.

In order that an application for incentives be considered as having been submitted or binding, the application must be certified by means of a so-called "Certificate of Application Authenticity" (hereafter "CAA"). In detail:

This CAA is to be printed out and officially signed and stamped by the company. The original document is to be sent to Vienna Business Agency at the following address: Vienna Business Agency, Ebendorferstrasse 2, 1010 Vienna, Austria, under the code "Certificate of Application Authenticity". The online application can be submitted separately and independently from the submission of the certificate. However, the online application is first considered as having been submitted – effective the day in which the online application has been duly received on the server – when the CAA has been received by Vienna Business Agency. This submission date is only valid subject to the condition that this CAA is duly received by Vienna Business Agency within five working days calculated from the day

on which the online application is submitted (Note that the day in which the application is submitted is not included).

F. Usage of the Vienna Business Agency Web Portal

Vienna Business Agency maintains the right to temporarily or permanently terminate or forbid the use of its Web site without having to explain the reasons for this decision. Vienna Business Agency does not assume any liability for the information contained on the Web portal, nor does it assume any liability for any losses or damages arising from the downloading of data from the Web portal. Vienna Business Agency also maintains the right to offer individual downloads at a charge – if this has been expressly indicated on the Web site. The user should be aware of the fact that even the best available technology ensures neither complete security nor full operability.

The connectivity to other network operators is enabled in line with the existing technical possibilities. If no other arrangements have been expressly agreed upon, in the case when a user makes use of the information and services which are offered, the access to these services takes place at the technically nearest Point of Presence (POP).

The user is to utilize the Vienna Business Agency Web Portal by adhering to all applicable legal regulations. It is recommended that the user follow the guidelines as practiced in accordance with “netiquette”. This represents behavioral standards which Internet users voluntarily agree to abide by. The user generally commits himself to use the services provided under the terms of the service contract in such a way as not to interfere with the rights of a third party, and not to pose a danger to the security or the operations of Vienna Business Agency, with any companies associated with Vienna Business Agency in accordance with § 228 Par. 3 of the Commercial Code or to a third party.

A contractual service agreement between the user and Vienna Business Agency is usually considered to be concluded at that point of time in which Vienna Business Agency has accepted the identity of the user (registration), as conveyed in a written or electronic form. By registering on the Vienna Business Agency Web Portal, the user accepts the GTC – Online.

When making use of the services offered by Vienna Business Agency, the user will require a connection via a telephone extension in order to gain access to the Vienna Business Agency Web Portal. As a result, costs will arise. The resulting fees, as well as any other costs which may arise in connection with enabling access to the Web site, for example via Telekabel, will be billed to the user by the particular telecommunications provider at its prevailing rates. These costs, as well as services provided by third party systems, are not the subject matter of the contractual service agreement which has been concluded between the user and Vienna Business Agency, and are to be borne by the user.

Furthermore, users are notified that any shipping costs or postage expenses which may arise when sending a CAA or other documents relevant to the application for incentives must be borne by the users themselves. The users always have the opportunity to personally submit any materials or documents.

G. Availability

In principle, the Vienna Business Agency Web Portal is available to clients 24 hours a day, with the exception of any required maintenance times and back-up times. Availability is also a question of the extent to which existing capacity and the level of traffic accessing the Web portal allows it. In addition, availability is impacted by the operational status of the national or international telecommunications facilities and networks which are required in order to gain access to the Web site or to process the services which are offered.

Vienna Business Agency will store the data for up to seven years, calculated from the day in which the application has been submitted. Vienna Business Agency assumes no legal liability whatsoever for any losses or damages which may arise should the data be partially or completely lost or deleted before the seven-year deadline has passed. It is recommended that the user should store all the data himself, independently of any filing done by Vienna Business Agency.

H. Intellectual property

All rights, in particular intellectual property rights, trademark rights, copyrights and other usage rights remain entirely in the hands of Vienna Business Agency. It is expressly forbidden to make any use, change, reproduction or transmission of the Vienna Business Agency Web Portal above and beyond the accessing of information and downloads, other than for information purposes or for the express purpose of submitting an online application,

I. Obligation to cooperate on the part of the user

The user has, in particular, the following obligations towards Vienna Business Agency:

The users are required, without any delay, to convey any changes to Vienna Business Agency in their name, company affiliation, address, email address or the address of another physical person named as their representative.

If the users do not notify Vienna Business Agency as to any changes in their address, then any notifications sent to the user in written form or per email are considered to have been delivered to the user if they were sent to the last address or email address which was supplied to Vienna Business Agency by the user.

J. Prudence in the use of telecommunications systems

If a user concludes a contract or agreement, or makes other statements to Vienna Business Agency via the Vienna Business Agency Web Portal, then it is the responsibility of the user to take appropriate measures to prevent any errors arising in the process of transmission or to prevent any fraudulent use. In particular, the users are required to carefully protect their user name and password and keep them confidential, without passing this information on to any third party. If any suspicion arises that a particular account has been used fraudulently, then the respective users are required to inform Vienna Business Agency of this suspicion without any delay. In this case, Vienna Business Agency will terminate the account, inform the respective user immediately and send the user a new password.

K. Software specifications

The users of the Vienna Business Agency Web Portal have been granted a non-transferable and non-exclusive license to use the software and the accompanying documentation for the duration of the contractual service agreement between the user and Vienna Business Agency. A transfer of rights to the license is not permitted. In respect to all losses or damages incurred by Vienna Business Agency and associated companies in accordance with § 228 Par. 3 of the Commercial Code, it is important to note the full and unrestricted application of Point S. of the GTC – Online. Vienna Business Agency assumes no legal liability and cannot guarantee that the software it provides meets all the requirements of all users. Furthermore, Vienna Business Agency does not guarantee that the software it provides will be completely compatible to the other software of the users and work in an error-free manner, in such a way that the entire software functions uninterruptedly and faultlessly, or that all errors can be rectified. Finally, Vienna Business Agency assumes no legal liability for any resulting defects or damages if the users make any changes in the configuration of their software or hardware, or if any system adjustments are made of their own accord on their personal computers.

L. Suspension, notice of cancellation, termination without prior notice

Vienna Business Agency is authorized to partially or completely refuse to implement any services, without specifying the reasons, in particular if the user violates the GTC – Online.

Vienna Business Agency is authorized to terminate the account of the user and the existing business ties at any time, without specifying the reasons, as long as it abides by a four-week period of notice.

Furthermore, upon good cause shown, Vienna Business Agency is also authorized at any time to terminate the account and the existing business ties at once without providing any prior notice, and to delete the account. Such good cause could be demonstrated in the case of a user misusing the account and the services offered, or when the user makes misleading or inaccurate statements on important matters, for example the data supplied to Vienna Business Agency, or if the account is used in such a manner as is suitable to lead to losses or damages by Vienna Business Agency or by companies associated with Vienna Business Agency in accordance with § 228 Par. 3 of the Commercial Code.

M. Liability

Any temporary unavailability of services, or any loss of stored data, are insufficient to substantiate any liability to be borne by Vienna Business Agency. Furthermore, Vienna Business Agency does not assume any liability, in particular, for the contents, completeness or accuracy of the data which is transmitted. The users are legally obliged to act in accordance with prevailing regulations and are subject to legal restrictions in the retrieval, storage, transmission, distribution or presentation of specified contents (e.g. the criminal code, pornography and media laws, anti-Nazi “Verbotsgesetz”, Telecommunications Act, Copyright Act, as well as the laws against unfair competition and personal rights as ensured by the civil and penal codes.) For information on violations against these restrictions, refer to Point S. of the GTC – Online.

N. Limitation on liability

Vienna Business Agency does not assume legal liability for any losses or damages which result from slightly negligent behavior. Vienna Business Agency only assumes liability for any grossly negligent behavior or willful misconduct up to a maximum sum of EUR 5,000 per user for each event of damage or loss. Altogether, the liability resulting from gross negligence and deliberate misbehavior is limited per damaging event to a maximum total of EUR 200,000. If the total damage or losses exceeds this amount, then the claims filed by the individual claimants are reduced proportionally.

O. Declaration of consent in accordance with § 107 of the Telecommunications Act

The users give their consent to receive newsletters and promotional emails from Vienna Business Agency at the email address provided to Vienna Business Agency. The users are expressly informed by Vienna Business Agency, that they can express their objection, in written form, to receiving newsletters and promotional emails from Vienna Business Agency at any time.

P. Consent to storing data

The users give their consent to having their data stored on the servers of Vienna Business Agency or on the servers of the companies associated with Vienna Business Agency in accordance with § 228 Par. 3 of the Commercial Code, or on the servers of providers contracted by Vienna Business Agency. Vienna Business Agency pledges to handle the data in a confidential manner, in accordance with the regulations contained in the Data Protection Act.

Q. Consent to data processing

The users expressly give their consent that the data submitted to Vienna Business Agency is to be processed by Vienna Business Agency. The users expressly give their consent that the data submitted to Vienna Business Agency may be disclosed to the jurors authorised by Vienna Business Agency – the names of whom have been made known to the applicants - to evaluate their applications for business incentives. The users give their consent that the data submitted to Vienna Business Agency may be disclosed to companies associated with Vienna Business Agency in accordance with § 228 Par. 3 of the Commercial Code. The users give their consent that the data submitted to Vienna Business Agency may be passed on to the municipal authorities of the City of Vienna, the National Audit Office and, when appropriate, to other national business promotion authorities.

This declaration of consent can be revoked at any time.

R. Data protection

The users themselves – inasmuch as this may be necessary – are solely responsible for compliance with the regulations laid down in the Data Protection Law when availing themselves of the services on the Vienna Business Agency Web Portal. If the users submit personal data, they bear the responsibility, according to the Data Protection Law. In using the storage capacities of Vienna Business Agency, the users are legally considered as contracting entities as specified by the Data Protection Law.

If the users publicly make information or data available to third parties via the Vienna Business Agency Web Portal, they are considered to be in the position of a media owner in accordance with prevailing media laws. It is important to note the requirement to make an imprint available.

S. Choice of law and legal jurisdiction

This agreement is subject to material Austrian law. The application of the UN Convention is excluded. The place of execution is Vienna. For all disputes arising from or in connection with this agreement, it is stipulated that the relevant Court of Vienna, First District, has the sole jurisdiction. The court of jurisdiction at the time of a contractual service agreement with Vienna Business Agency, which handles the complaints or claims of a consumer or against a consumer, remains the same if the consumer moves his place of residence abroad and the legal decisions pronounced by courts are enforceable in this particular country.

T. Indemnify and hold harmless from and against

The user undertakes and agrees to indemnify and hold harmless Vienna Business Agency and the companies associated with Vienna Business Agency in accordance with § 228 Par. 3 of the Commercial Code against all losses and damages resulting from the use of the Vienna Business Agency Web Portal. In particular, any false or misleading statements made by the user to Vienna Business Agency are considered the responsibility of those users who made these particular statements.