

# General Terms and Conditions of HF Data Datenverarbeitungsgesellschaft m.b.H. for HF Data "Easy" services

## 1. APPLICABILITY

1.1. These General Terms and Conditions (hereinafter "GTC") apply to all HF Data "Easy" services provided for the contracting party (hereinafter the "Customer") by HF Data Datenverarbeitungsgesellschaft m.b.H., FN [Business Register Number] 101378 k, Commercial Court Vienna (hereinafter also referred to as "HF Data"). Terms and conditions of the Customer which differ from HF Data's GTC for "Easy" do not apply.

For more detailed information on the company please see <https://www.austrian-registers.com/information/about-easy>.

1.2. These GTC apply to the activities of HF Data as a clearing office of the Republic of Austria for data from the Business Register and the Land Register Database (hereinafter the "Data").

1.3. With respect to business-to-consumer transactions the provisions of the Austrian Consumer Protection Act [*Konsumenschutzgesetz/KSchG*] (hereinafter "*KSchG*"), the Austrian Act on Distance and Off-Premises Transactions [*Fern- und Auswärtsgeschäfte-Gesetz/FAGG*] (hereinafter "*FAGG*") and the Austrian Consumer Warranty Act [*Verbrauchergewährleistungsgesetz/VGG*] (hereinafter "*VGG*") apply.

## 2. LANGUAGE; SERVICES

2.1. The language of the contract, of purchase orders and business transactions is German.

2.2. As a clearing office HF Data is in charge of transporting Data from the Federal Computing Centre [*Bundesrechenzentrum/BRZ*] to the Customer and of collection of the fee levied by the Republic of Austria according to the Fee Regulations [*Gebührenverordnungen*] as amended from time to time.

2.3. The charge in addition to the fee mentioned as per the price lists in paragraph 2.2. must be paid for the activities of HF Data as a clearing office.

2.4. The contractual relationship between HF Data and a Customer will be deemed concluded as soon as the Customer requests the transmission of Data subject to an obligation to pay and as soon as HF Data transmits the Data to the Customer from the public register searched after receipt of the Customer's request. This is a one-off service, which means that upon fulfilment of the mutual obligations of both parties the contractual transaction will be deemed fully carried out at the same time as well. For this reason the Customer will have no right of rescission as defined in Section 18(1) No. 1 *FAGG* if the transaction is a business-to-consumer transaction.

2.5. The place of performance is the registered office of HF Data.

2.6. HF Data is entitled to interrupt the provision of services for a Customer immediately and without notice if the Customer seriously breaches a contractual duty, in particular those listed in Clause 4, or if there are technical faults caused by the Customer, until repair of the same, or if there is a well-founded suspicion that activities originating from the Customer's connection network that constitute a risk either to the security or the business of HF Data or to other computers, or if it is obvious that the Customer will be unable to fulfil their payment obligation.

## 3. PRICES; PAYMENTS

3.1. The Customer will be advised of the amounts payable plus VAT even prior to the search of the registers and billed subsequently. Billing will be done in EUR. The prices stated by HF Data do not include line charges up to the access point of HF Data. The records of HF Data are the basis for calculation of the services used. With HF Data "Easy" payment will usually be effected

via the internet by means of the Customer's credit card or via e-banking (e.g. eps-online remittance). By using HF Data "Easy" the Customer agrees to electronic transmission of bills. HF Data warrants the authenticity of origin and the integrity of the contents of the bill. However, if by revocation of that agreement the Customer expressly requests that the bill be sent by post, they will have to pay the charge according to the price list.

3.2. With respect to e-banking HF Data confirms that this payment method has been activated for its purposes. The Customer knows that for access to e-banking via the internet, WAP, texts, MS Money and phone personal identification features have to be entered (depending on the application either a PIN or a digital signature) for authentication and that for remittances additional authentication is required by entering a secret TAN (transaction number) which can only be used once. The Customer is required to keep all data required for payment via e-banking safe with utmost care in order to avoid any abusive access to their account. In this connection they have assumed duties to exercise due care and to monitor vis-à-vis their bank, which also have protective effects on HF Data. If the Customer has caused abusive access to their account due to a violation of their duties to exercise due care and to monitor, they will be liable to HF Data for any damage caused to HF Data by such access.

3.3. In connection with use of credit cards on the internet the Customer shall treat their data with equal care in order to prevent any abuse of their credit card. If the Customer learns of any circumstances due to which blocking of their card seems to be necessary, they shall have their card blocked immediately. In the event that HF Data suffers damage due to any abuse of the Customer's credit card, paragraph 2.2 shall apply accordingly. If, where the Customer has no claim against HF Data, the credit card company fails to effect or reverses a payment transaction by credit card which was approved by the Customer, HF Data will be entitled to charge a processing fee according to the price list. In such a case the Customer shall also compensate HF Data for all disadvantages suffered by HF Data due to such non-payment or reverse entry.

3.4. The Customer shall bear all bank charges related to their payments owed in connection with the purchase of Data. If the bank of a Customer should invoice charges to HF Data, such charges will be fully invoiced to the Customer.

3.5. In the case of a late payment HF Data will be entitled to charge late payment interest of 5% p.a. The Customer shall pay all necessary and useful costs of lawyers' collection measures caused by them. Specifically, for each dunning letter sent by a lawyer an amount according to the price list has to be paid.

3.6. Any acquisition of title by the Customer is subject to the condition precedent of fulfilment of their contractual obligations.

3.7. Any prices payable, costs or fees levied apart from payment via the internet shall be due for payment within 14 days of billing without any deduction. Payments will always be credited to the oldest account receivable.

3.8. The Customer acknowledges that HF Data has no influence on the amount of the search fee charged by the Republic of Austria. Any increase in the search fee will result in an increase in the price payable for the activities as a clearing office to the same extent.

## 4. DUTIES OF THE CUSTOMER

4.1. The Customer shall be subject to the Austrian legal regime.

4.2. The Customer shall be responsible for their own access to the internet and for bringing about all conditions required for them

to be able to use the services of HF Data. If the Customer is unable to open, view or print the documents delivered by HF Data for reasons for which the Customer is solely responsible, this shall not affect their payment obligations. The Customer shall also make data backups if this is necessary to keep the data up to date. To the extent possible, email (see clause 9.5) shall be used for communication between the Customer and HF Data.

4.3. The Customer shall not make the retrieved documents available to third parties. They shall only be entitled to internal use of the retrieved documents for private purposes. Moreover, they are prohibited from creating collections of data out of the retrieved documents and from distributing the same. The Customer is also prohibited from modifying the transmitted documents (excerpts).

4.4. The Customer must immediately notify HF Data in writing of all circumstances that may compromise any of the requirements that need to be fulfilled to enable operation of the equipment.

## 5. WARRANTY; LIABILITY

5.1. HF Data will render the services in compliance with the general state of the art. However, due to the nature of the internet no guarantees regarding availability and/or the quality of transmissions can be made. HF Data will notify the Customer in a timely manner of interruptions or material restrictions to the extent that the same are necessary for maintenance, to carry out work necessary for operation, for improvement of a network or service or to prevent disruptions. However, such notifications will be given only if the interruption concerns peak operating hours (Monday to Friday 8:00 a.m. to 6:00 p.m.). In addition HF Data shall inform the Customer of necessary updates and their installation, as well as of the consequences of non-installation of the same (Section 7 VGG).

In this regard HF Data shall be liable for updates that are necessary for the digital services to continue to be in line with the contract. We are not liable at all for any defects resulting from the consumer's failure to install necessary updates.

5.2. HF Data will transmit Data as it was made available by the Federal Computing Centre (*BRZ*). For that reason HF Data is unable to warrant or assume any liability for accuracy or completeness of the Data, which is thus merely forwarded.

5.3. HF Data will be liable for claims which result from use of HF Data's services as a clearing office in the case of disruptions in data transmission (mutilation of data, omissions), if any, only if the disruption occurred during the transport of Data carried out by HF Data. Liability of HF Data for officers, staff or agents [translator's note: *Erfüllungsgehilfe* as defined in Section 1313a *ABGB*] shall be limited to proof of gross negligence. However, this limitation of liability does not apply to business-to-consumer transactions as defined in the *KSchG*. In such transactions HF Data will also be liable without limitation for personal injury.

5.4. For the rest liability for damages caused by delays, for lost profit, purely pecuniary damage, loss of goodwill or business relations, consequential damages or damages on the ground of third-party claims is excluded.

## 6. DATA PROTECTION; USE OF DATA

6.1. HF Data stores and/or uses data in accordance with the relevant statutory provisions, in particular the Austrian Telecommunications Act [*Telekommunikationsgesetz/TKG*]. Contract data will be stored for billing purposes and repair of technical defects, where necessary, and for the protection of HF Data's own and third-party computers to the extent necessary and will be disclosed to the Customer at any time upon request. A cookie including a session ID will be stored, which is required in the ordering procedure for allocation of the selected products. That cookie will store no other customer-specific data. Unless required for performance of the contract no Customer data will be disclosed to third parties.

6.2. HF Data will store and process the personal master data of the subscriber (including but not limited to name, company, address and email address) as well as the data required for the purposes of billing and use management (including but not limited to search volume, searching entity and the like). Processing will be done for the purpose of providing the contractual services, billing and accounting. Pursuant to Art. 6. (1) (b) of the EU General Data Protection Regulation (GDPR) processing is required for fulfilling a contract to which the data subject is a contracting party. HF Data will take all technically feasible and reasonable precautions to protect the stored data. HF Data observes the provisions of the Austrian Data Protection Act and the EU General Data Protection Regulation. In addition, Directive 2003/98/EC on the re-use of public sector information and the Austrian Statute on Further Use of Information [*Informationsweiterwendungsgesetz*], among others, apply to the processing of publicly available official information.

6.3. If the Customer violates statutory provisions (in particular the Austrian Copyright Act [*Urheberrechtsgesetz*] or the Austrian Data Protection Act [*Datenschutzgesetz*]), the Customer shall be obliged to fully indemnify and hold harmless HF Data from and against damage culpably caused. The Customer shall also be liable for third parties to whom they grant access to their activities. HF Data is entitled to report violations of laws of to the Republic of Austria.

6.4. The Customer will only receive advertising and information about products and services of HF Data by email if they have expressly agreed thereto.

6.5. HF Data will store the data retrieved by the Customer in such a way that in the case of unplanned interruptions of the connection the data will be available again at no extra charge within a minimum of 24 hours and a maximum of fourteen (14) calendar days. There are no additional duties concerning the storing of retrieved data.

## 7. APPLICABLE LAW

All contractual relationships entered into with the Customers are governed by Austrian law; the conflict of laws rules of UN Sales law and private international law are excluded. In addition, in the case of contracts with consumers this choice of law only applies to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has their habitual residence.

## 8. JURISDICTION; CONCILIATION BOARD

8.1. The place of jurisdiction for legal disputes is the court at the registered office of HF Data having subject-matter jurisdiction. If the domicile or habitual residence of a consumer as defined in the *KSchG* is in Austria or if they work in Austria, only the court in the circuit of which the consumer's domicile, habitual residence or place of work is situated may have jurisdiction over a claim against the Customer; the foregoing does not apply to legal disputes that have arisen before. The mandatory consumer-law provisions applicable at the consumer's domicile are also applicable to any legal disputes that may arise out of the contract. The peculiar nature of the service will remain unaffected thereby.

8.2. In the case of disputes we undertake to join the conciliation procedure of the internet ombudsman. For information on the different procedures please go to [www.ombudsmann.at](http://www.ombudsmann.at).

To resolve disputes with our company you may also use the ODR platform <https://ec.europa.eu/consumers/odr>.

## 9. MISCELLANEOUS

9.1. On the part of the Customer a third party may join the contract only subject to HF Data's written consent. The Customer may make available equipment to a third party for permanent co-use or sole temporary use only subject to HF Data's prior written consent.

9.2. HF Data reserves the right to amend the General Terms and Conditions due to changes in the legal regime, new court decisions or technical developments. The Customer will be notified of modifications of or amendments to the GTC by letter, email or online upon the next login. Such modifications or amendments will become part of the contract unless the Customer objects thereto within a maximum fourteen (14) days.

9.3. If a provision is ineffective and/or incomplete or contradicts statutory requirements, the provision that has become ineffective will be replaced by a legally valid provision which comes as close as possible to the ineffective provision in terms of its financial effects. The ineffectiveness or incompleteness of any provision

will not affect the validity of the other provisions. This will not apply if in that case adherence to the contract would constitute unacceptable hardship for one party.

9.4. Any oral side agreements, future amendments to or modifications of any contracts concluded must be confirmed in writing by both contracting parties in order to be effective. This formal requirement may only be abolished in writing. This formal requirement does not apply to consumers as defined by the *KSchutzG*.

9.5. For all communications with HF Data the email address [service@hfdata.at](mailto:service@hfdata.at) must be used.