

# General Terms and Conditions

multi-culties.com: General Terms and Conditions (revised 1 September 2014)

## 1. General Information

**1.1 Details on `CLAUS` GmbH and the website "multi-culties.com":** Multi-culties.com offers the user access to the website and later on to the internet applications and online services from `CLAUS` GmbH. "Multiculties" in every form is a protected name registered by `CLAUS` GmbH at the Austrian Patent Office. The website is operated by `CLAUS` GmbH, 2384 Breitenfurt bei Wien, Königsbühelstrasse 82 (Austria). These General Terms and Conditions contain the rules for the website as well as services and content provided for users by `CLAUS` GmbH. Please read these General Terms and Conditions carefully, as they specify and regulate the limits of user liability among other points. Users who do not consent in full to these General Terms and Conditions are expressly forbidden from using this website, all content and services.

**1.2 Acceptance of the General Terms and Conditions:** By accessing and navigating the website multi-culties.com and using the services or content, users express their acceptance of these General Terms and Conditions. Furthermore, other regulations published on the website, for example guidelines on data protection, apply to individual services. These regulations and any files and appendices form an integral part of the General Terms and Conditions.

**1.3 Amendments to our Terms and Conditions:** `CLAUS` GmbH reserves the right to revise and amend these General Terms and Conditions. Amendments will be announced in good time and are considered to have been accepted if no written objection is received within the legal notice period or if the website, services or content continue to be used after the amendments. It is therefore recommended that users read the latest General Terms and Conditions carefully, as these are binding.

**1.4 Improvements to the website:** Feedback on the quality of the website, services and the content is welcome at any time. We ask every user to notify us of what s/he likes and/or what needs improving. If these General Terms and Conditions are breached by a user or a third party, please email us immediately at [office@multi-culties.com](mailto:office@multi-culties.com).

**1.5 Wording: Clarification of the wording:** "Content" is information, images, material and media (whether moving or static), text, data, artwork, graphics, logo, photos, expressions, film footage, software, sound and music data, recordings, video in any form whatsoever, regardless of whether it has been made accessible to users on this website by `CLAUS` GmbH or another user, and which is offered on this website or via this website as a stream, for download, as electronic data or in another form. The term "data protection" describes the rights to intellectual property, particularly but not limited to copyrights, registered designs, patents, trademarks, logos and signs, design rights, transmission rights, data base rights, trade secrets, data protection and confidentiality legislation and all other rights in any part of the world. The term "services" covers all services, in particular, but not limited to, access, programmes and content which is offered on or via the website. The term "website" refers to "multi-culties.com".

## 2. Copyrights, trademark rights and other intellectual property rights

The content and services of the website, including any content and services offered by users, is protected by property rights. `CLAUS` GmbH is neither the owner nor the licensee of these property rights. If rights are made available by a third party, they are retained by the third party. In addition, if content or services are not expressly stated as legally protected or registered, this does not represent any breach by `CLAUS` GmbH of the respective intellectual property rights with regard to the content or services in part or in full. Even if trademarks, names and logos are not expressly stated as legally protected or registered, this does not represent any breach by `CLAUS` GmbH of the respective intellectual property rights with regard to the trademarks, names and logos. In the absence of prior written approval, content, materials or parts thereof may not be disseminated, copied, published anywhere or in any form, sent, broadcast, transmitted or edited. Property rights may not be breached, nor may a breach be attempted. This applies equally to ideas and concepts on the website, even if these are not

protected by law. Any reproduction in whole or in part is subject to express written approval and the user must clearly display the copyright sign as follows: © `CLAUS` GmbH.

### 3. User Registration

**3.1 Registration and user account:** User registration is required in order to use certain functions of the services. The minimum age for registration is 16. For registration you need to fill in a registration form, whereby agreement with the General Terms and Conditions is a mandatory precondition. Registration is complete when the applicant has received confirmation by email with the user name and password for the “user account”. One user account is permitted per user. If the user is in breach of the terms, ‘CLAUS’ GmbH can restrict access or, in extreme circumstances, block the account.

**3.2 User name and password:** By submitting an application for registration, the applicant confirms that all of the data submitted in the course of the application and any future data provided is complete, true, correct and not misleading in every respect. Any amendments are to be announced as soon as is reasonably possible, so that all of the data remains current. The user name and password should be kept safe, as the user is solely responsible for all of the processes executed via the user account, even if these processes were not silently or expressly approved by the user. Any unauthorised use must be notified immediately. A different user is not permitted to use the account. Responsibility for any damages incurred by ‘CLAUS GmbH, resulting from unauthorised use by a different user of the website or a visitor to the website, lies with the owner of the user account. ‘CLAUS` GmbH is not liable for any damages resulting from a deliberate attack by the user. It should be noted that the user name may be displayed on the website.

### 4. Rights and Obligations of the User

**4.1 “Usage for private purposes”:** The user has the right to access the website and to use the services and content offered. The content of the website may only be downloaded and the services may only be accessed exclusively for private purposes (non-commercial use, reproduction and transmission). Any other usage, particularly any use for interested parties, activities, services or products is strictly forbidden, regardless of whether for individual users or third parties.

**4.2 Obligations:** Unless these General Terms and Conditions expressly state otherwise or `CLAUS` GmbH has not expressly approved something else in writing, the website in whole or in part, content or services may not be copied, reproduced, published in any form whatsoever, translated, broadcast, uploaded or disseminated on other data processing devices, websites or media for publication or dissemination purposes. This also applies, without any restriction, to mirroring. The website in whole or in part, content or services may not be used for commercial purposes, access rights to the website, services or content may not be passed on or sold without permission, nor may they be reverse engineered, changed or adapted. Data volume limits which apply to the website, content or services must be observed.

**4.3 Ban on attacks:** It is expressly forbidden to impede, block or affect the website or any part of it and specifically, but not exclusively, its security functions or even to attempt such an action. Furthermore, item 5.5 of these General Terms and Conditions apply here in equal measure. All of the applicable laws and regulations of ‘CLAUS’ and its partners must be observed when using the website, content and services.

**4.4 Ban on advertising:** Unless these General Terms and Conditions expressly state otherwise or express approval for something else has been given in writing, the website, content or services may not be used for advertising or to present information related to commercial activities, services or products.

**4.5 Assignment:** These General Terms and Conditions and all rights and licences accorded under the framework of these General Terms and Conditions may not be transferred or assigned without prior express approval in writing. ‘CLAUS’ GmbH can assign rights or obligations at its own discretion.

**4.6 Change in services:** ‘CLAUS’ GmbH reserves the right to correct, change or discontinue the website, services or content without prior notification. Content-based and technical changes and any related maintenance work may relate to changes in the topic and the technical format of services or content. Access to the website and

services or content may therefore be temporarily or permanently unavailable, without prior notification in the case of disruption to the system or maintenance, assessment or repair works, or for reasons beyond the reasonable control of the operator. 'CLAUS' GmbH assumes no liability if the website, content or services are not available. Availability of the website, content or services can be discontinued at any time. 'CLAUS' GmbH is under no obligation whatsoever to carry out maintenance or support work.

## 5. User Content

**5.1 Approval:** Now or in the future 'CLAUS' GmbH may allow users to edit, upload, broadcast or make available by other means, (hereafter "transmit") messages, text, depictions, data, files, pictures, graphics, photos, comments, sound files, music files, information, content and other materials (hereafter "user content"). Except for the rights and entitlements expressly granted here, the ownership and rights to the user content remain with the user. 'CLAUS' GmbH does not guarantee confidentiality for this user content in any way whatsoever; monitoring and protection of all intellectual property rights lie solely with the user. 'CLAUS' GmbH does not assume any responsibility for this.

**5.2 User responsibility:** The user is solely responsible for all user content transmitted and declares and guarantees that s/he is the owner of all ownership and property rights to the user content and that the user content does not related to sales, advertising, sponsoring or promotions, that the content does not breach public policy, that it does not impinge on the rights of third parties, that it does not contain any illegal material or incite illegal behaviour and that it is not insulting, objectionable, disparaging, racist or harassing for individuals or groups of people and that it does not present our affiliates or their or our activities, business or brands in a negative light.

**5.3 Delegation of power:** With the user content transmitted on the website – including personal details, particularly names, picture, voice, CV, geographic location – 'CLAUS' GmbH, the parent and subsidiaries of 'CLAUS' GmbH and affiliates of 'CLAUS' GmbH and their respective authorised representatives, licensees, legal successors and assignees (hereafter "partners") are granted the irrevocable right, which is unlimited with regard to place and time, non-exclusive, transferrable, free-of-charge and unlimited, to use the content for any given purpose and via any means in all known and future media, also for the business purposes of 'CLAUS' GmbH and its partners, for the purposes of advertising and publicity for the benefit of 'CLAUS' GmbH and the products of 'CLAUS' GmbH and for the purpose of using it on the website; to duplicate it, distribute it, publish it, produce derivative works from it, show it, digitalise it, synchronise it and use it in other ways. 'CLAUS' GmbH is obliged to use the content governed by this regulation exclusively free-of-charge. The user thereby consents to the fact that no fees or additional payment for using the content are provided for under this regulation.

**5.4 Permission for other users:** The user hereby also consents to allow other users to access the user content and to use it for private, non-commercial purposes, to duplicate it, distribute it, produce derivative works from it, display and distribute it publically, to broadcast it and publish it, as long as this is possible under the functionality of the services and conforms to these General Terms and Conditions.

**5.5 Quality of the content:** The user pledges and guarantees that no user content is transmitted which could present 'CLAUS' GmbH and its partners or their activities, business or brands in a negative light, particularly as regards illegal products, content, services or materials; reporting on accidents, violent crimes, disasters, wars, insurgencies or competing products; or which are illegal, threatening, insulting, libellous, defamatory, vulgar, obscene, objectionable, pornographic, discriminatory or otherwise inappropriate; or which breach or incite the breach of penal, civil, or data protection laws or personal rights; which promote goods or services or which contain personal information. This applies in particular for securing and taking responsibility for the absence of viruses, Trojans, other malware or malicious scripts. Furthermore, users are not permitted to behave in any way which limits other users from using or taking advantage of services or accessing the website.

**5.6 Monitoring:** 'CLAUS' GmbH is entitled, but not obliged, to monitor user content and to edit, delete, refuse publication of user content for any reason and at its sole discretion, or to permanently deny access.

## 6. Indemnity

The user agrees to indemnify in full `CLAUS` GmbH and its partners with regard to any liabilities, damages, claims, actions, receivables or costs, also for legal representation related to claims and compensation claims and to hold them harmless, regardless of whether these are related to using the services, the user content provided, actual or alleged breaches, violation of assurances given by the user and guarantees or agreements in contravention of these General Terms and Conditions. The user agrees to cooperate fully.

## 7. Agreeing to Receive the Newsletter

Where appropriate, a newsletter and messages containing content, services, offers, promotions and events from `CLAUS` GmbH and its partners will be sent by email or by phone, as long as the user has given permission. Permission to use the user's data can be withdrawn at any time. Please send an email to [office@multi-culties.com](mailto:office@multi-culties.com) or by post to: `CLAUS` GmbH Königsbühelstrasse 82 2384 Breitenfurt bei Wien, Austria

## 8. Exclusions and Limitations of Liability

**8.1 Exclusion of warranties:** To the fullest extent permitted by the applicable legislation, `CLAUS` GmbH expressly excludes every form of warranty for the correctness, quality, processing, promptness, functionality, fitness for purpose, availability or completeness of the website, services, content or with regard to the non-infringement of commercial or intellectual property rights or other third-party rights or the appropriateness of the content for a specific purpose. All of the information, content or services offered to users on the website or via the website or decisions made on this basis are at the user's own discretion and own risk.

**8.2 Access and usage:** The user hereby declares that access to the website, content or services, using the website, the content and services is at the user's own risk and that it is without guarantee or claim for completeness. `CLAUS` GmbH accepts no liability for mistakes or omissions, for whatever reason, for content, services, availability or delivery.

**8.3 Correctness:** `CLAUS` GmbH does not guarantee that the website, content or services are free of error or without malfunction and reserves the right to withdraw the website, content or services at any time and for any reason without prior notification in full or in part, or to suspend operation of the website, content or services if it is necessary to carrying out planned or spontaneous maintenance work, error correction or other changes.

**8.4 External links:** `CLAUS` GmbH accepts no responsibility or liability for links to other websites or advertisements for other website which are not owned by `CLAUS` GmbH which are provided or received via this platform. Users visit the website completely at their own risk.

**8.5 Damages:** The user agrees not to hold `CLAUS` GmbH and its partners and employees responsible for actual or probable loss of orders, opportunities, benefits, profits, contracts, income, goodwill or savings under any circumstances, even with prior notification, or for direct or indirect damages or consequential damages arising from the actual or attempted use of the website, content and services.

**8.6 Exclusion of liability:** To the fullest extent permitted by the applicable legislation, `CLAUS` GmbH is not liable for direct or indirect damages or losses which may result for the user by content or services not being delivered. This applies in equal measure to delays or interruptions to access, the non-delivery or error of data, content or services due to a server crash or force majeure, for security breaches or unauthorised access, also with regard to personal data as a result of a hacker attack or the suspension of loss of signal by the network. This exclusion also applies if the losses or damages incurred by the user were or could have been foreseen or if the user had informed `CLAUS` GmbH about the possibility of such losses or damages occurring.

**8.7 Not subject to limitation of liability:** There is no limitation of liability for personal damages clearly caused by `CLAUS` GmbH or for mandatory legal liability grounds, such as fraud or wilful misrepresentation.

**8.8 Consumer protection:** Consumer protection and consumer rights legislation apply to the user (consumer).

## 9. Termination and Suspension of User Accounts

`CLAUS` GmbH reserves the right to suspend, limit or terminate the user account and/or access to this website at any time, without prior notification and at its own discretion if these General Terms and Conditions are breached or if there are reasonable grounds for suspicion of an attempted or actual infringement or violation. If the offence fulfils the criteria of fraud in contravention of these General Terms and Conditions, this will lead to a penal or civil suit, claim for damages or criminal prosecution. Exclusion of liability, indemnities and other exemptions in these General Terms and Conditions remain valid even after termination.

## **10. Data Protection Directive**

**10.1 Data protection:** All of the information, data and materials which the user has submitted in the course of registration or at a later stage, as well as any other information, data and materials provided are subject to data protection guidelines, which are part of these General Terms and Conditions in its latest version.

**10.2 Non-confidential data:** With the exception of personal information and data, which is governed by data protection guidelines, all information, data and materials which the user publishes or broadcasts on the website or via the website, is not treated as confidential nor is it subject to intellectual property rights. The user hereby grants an unlimited, irrevocable, non-exclusive, royalty-free licence for the global use of this information, data, pictures, sound data, texts and materials for any commercial and non-commercial purpose and declares that s/he holds all requisite rights to grant the aforementioned licence.

## **11. Severability Clause**

Every individual provision of these General Terms and Conditions applies separately and independently. Should a single provision of these General Terms and Conditions be incomplete or partially invalid or unenforceable, this shall not affect the validity of the remainder of these General Terms and Conditions. The affected provision shall then be immediately limited or deleted to the extent required and replaced by a valid provision closest to the purpose of these General Terms and Conditions. The rest of the General Terms and Conditions shall remain unaffected and fully valid.

## **12. Applicable Law and Jurisdiction**

These General Terms and Conditions are governed by Austrian law and are to be interpreted as such. Any dispute arising from or in relation to these General Terms and Conditions, including any questions related to the existence, validity or cancellation of these General Terms and Conditions shall be exclusively decided by the responsible commercial court in accordance with Austrian law under exclusion of international conflict-of-law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980, is excluded. © 2014 `CLAUS` GmbH