

# General Terms and Conditions

for oras.io

## 1. General

We, Naos GmbH, will provide services to you, the supplier of sales or presentation opportunities (hereinafter "Organizer"), subject to the terms and conditions of this Agreement. We will provide you with our Web application as a tool for organizing and processing sales and presentation opportunities. This Agreement applies to this use of our Web application and to all legal relationships arising out of this contractual relationship and any related legal relationships between all parties.

## 2. Subject Matter of the Agreement

By entering into this Agreement, you entrust us with the provision of services in connection with the organization and processing of sales opportunities. We enable you to use our Web application and the tools provided with it and to publish content via our Web application in accordance with the following guidelines. However, we do not actively provide intermediary services and in particular do not act as brokers.

Use of the platform entitles you to the following services:

- 1) Provision of software for the creation of electronic contracts with partners of the Organizer in accordance with standardized specifications;
- 2) Provision of software for correspondence between the Organizer and the Organizer's contracting partners;
- 3) Provision of software for automatic invoicing and, if necessary, cancellation of the Organizer's services to its customers in accordance with standardized specifications;
- 4) Automatic collection of the fee agreed upon by the Organizer and its contracting partners;
- 5) Provision of an analysis tool.

## 3. Payment

As payment for these services, we will receive a commission from the Organizer in the amount agreed upon when this Agreement was formed. This amount is calculated according to the following criteria:

The calculation of the commission is based on all services (gross, including any expenses incurred and any other payments made by the contracting partner to the Organizer) which are billed via this platform. Invoices that are canceled completely are

not included in the commission calculation; however, if a cancellation fee is charged, this fee is included in the commission calculation.

We are entitled to collect the agreed commission from payments credited to our account that are intended for the Organizer. This applies to all amounts received by the Organizer that are credited to our accounts, i.e., amounts not included in the calculation of commission. The Organizer's obligation to pay the commission at our first request will not be affected if funds are not or cannot be collected.

In addition, as a security for all of our contractual claims, including claims for damages, the Organizer hereby grants us a lien for all outstanding bills that it has acquired or will acquire from its customers, provided that these are based on invoices created via this platform. We will inform the Organizer's customer (= third-party debtor) of the pledge on the invoice document.

#### **4. Term of the Agreement, Cancellation, Termination**

The license agreement has a term of one year and will end without further notice by one of the parties to the Agreement. After the Agreement expires, the Organizer will be entitled to continue using the Web application analysis tool and the software for correspondence with the contracting partners. However, we are only obligated to provide access to these features for one month after the end date. The ability to dissolve this contractual relationship completely and definitively at any time for good cause shall remain unaffected.

The following constitute "good cause" for cancellation of the Agreement by us:

- 1) A breach of essential contractual obligations by the Organizer, in particular a delay of more than 7 days in meeting payment obligations (no extension is required);
- 2) Misuse of our software, in particular by providing false data;
- 3) Violation of third-party rights, in particular intellectual property rights, in the use of our software.

#### **5. Implementation of the Agreement**

Our software will be used only on behalf of the Organizer. In particular, we will not act as intermediaries or as representatives of the Organizer (except in accepting payments for the Organizer).

The Organizer bears sole responsibility for the contracts provided via our software, including the content and effects of these contracts. We will not examine the documents provided by the Organizer to its customers and are not responsible for their content.

The Organizer shall determine the tax rates to be paid, the procedure for the cancellation of invoices, the cancellation fees, and the policies for taxation on invoices (for example, reverse charges). The Organizer acknowledges that we do not review the information and that it therefore bears sole responsibility for the correctness of this information, including in all interactions with tax authorities.

The software enables the Organizer to correspond with its customers in its own name. The Organizer is not entitled to issue or accept any statements for us, Naos GmbH.

The Organizer authorizes Naos GmbH to collect payments on its behalf from the Organizer's customers. The Organizer also authorizes Naos GmbH to issue invoices on its behalf, withhold and pay VAT, and cancel invoices on its behalf. Naos GmbH is authorized to issue all related statements on behalf of the Organizer.

Naos GmbH is entitled to store all of the Organizer's usage data and process it for internal purposes, in particular for use by an analysis tool. Naos GmbH will treat the Organizer's data as confidential.

## **6. Liability**

The processes and systems put in place on our platform are serviced regularly. If you recognize any problem, please contact us immediately. We randomly screen the listings on our page for obviously illegal activity (drugs, human trafficking, weapon trade etc. ) and reserve the right to refuse publication at any point in time.

However, we assume no liability whatsoever for the compliance of the software or other facilities of our company with the statutory requirements of the Organizer at its location or with any other legal obligations to which the Organizer or its activities are subject. The Organizer is thus solely responsible for the admissibility of the actions and statements prepared through the use of this software and bears the liability for these. The Organizer will indemnify us and hold us harmless from any losses arising from such actions. The Organizer confirms that it is the owner of all intellectual property in the content that it makes available to other parties via the software.

The liability of our company against the Organizer for any form of negligence, including liability for loss of profit, is expressly excluded. We do not provide any guarantee for specific features of this software or our Web application. No warranty shall apply.

If several persons act as organizers in the sense of these provisions, they are jointly and severally liable for the fulfillment of the contractually agreed obligations of the Organizer.

In case of problems and complaints including, but not limited to refunds and cancellations, we will provide support or mediation under the contact information listed below or the Help Center put in place on the Web application.

## **7. Intellectual Property**

The Organizer is authorized to use this software solely for the above purposes during the term of this Agreement. Naos GmbH retains all other rights of use and will be the sole owner of any changes to the software made at the request of the Organizer.

## **8. Jurisdiction and Applicable Law**

The court in 3100 St. Pölten, Austria, will have exclusive jurisdiction over any claims arising from the use of our services.

The parties agree that this Agreement will be subject to Austrian law, excluding its provisions on conflicts of laws.

## **9. Changes to Organizer Data**

The Organizer is obligated to inform us immediately of any changes to its data, particularly changes to its address or email address. If it does not inform us of a change to its data, statements sent to the last known address or email address will be deemed valid.

## **10. Other Provisions**

Declarations by contracting parties must be made in writing. Declarations in email are also permitted.

Should any provision of this Agreement be invalid, the legal relationship between the parties shall be governed by the legal provision that most closely approximates the economic intent of the invalid provision. The remaining provisions of this Agreement shall not be affected by the invalidity of any provision of the Agreement.

This English translation is based on Austrian law and is meant merely for information purposes. In the event of any conflict or inconsistency between the English and the German versions, the German original shall prevail.

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last updated 25<sup>th</sup> October 2017