

General Terms and Conditions (AGB) of innsbruck university innovations GmbH (iui)

As of 05.03.2018

1. Scope and subject matter of the GTC

- 1.1. The following terms and conditions of innsbruck university innovations GmbH, Technikerstraße 21a, 6020 Innsbruck, FN 230962a (hereinafter referred to as "iui") apply to all services and deliveries provided by iui to its business partners, unless otherwise agreed, modified or excluded by express written agreement.
- 1.2. Changes to the GTC can be made by iui and are also effective for existing contractual relationships. The current version is available on the website <http://www.innovation-innsbruck.at/de/> and will be sent to the customer on request.
- 1.3. In the event of changes to the GTC which are not exclusively favourable for the customer, the customer must be informed of the time of entry into force of the change and of the fact that he is entitled to terminate the contract free of charge up to this time. The full text of the changes must be sent to the customer on request.
- 1.4. Consent to the amendment of the GTC shall be deemed to have been given by the customer if the customer does not terminate the contract after receipt of the information on the amendment of the GTC and before the amendments take effect. The customer is informed of the importance of his conduct upon notification of the change to the GTC.
- 1.5. The GTC may only be amended vis-à-vis consumers if the amendment is objectively justified and not unusual.
- 1.6. In addition to the general terms and conditions, separate provisions apply to individual business units, which will be listed separately below. These include:
 - Digitization
 - ITC (Innsbruck Translation Centre)
- 1.7. Definitions: The contracting parties agree to the following definitions:
 - Result: the end product finished by iui, i.e. usually a digital copy of the original medium or a translation/transcription of the original.
 - Original medium: the original medium supplied by the Client for the purpose of digitization/editing, i.e. books, slides, negatives, videos, etc.
 - Standard line: measure for an amount of text with a length of 55 characters incl. spaces for translations

2. Prices and quotation

- 2.1. If the customer has not received a cost estimate with deviating agreements, we charge orders according to the list prices valid on the respective delivery date.
- 2.2. The cost estimate is provided in all conscience, however we assume no liability for its correctness. Should there be cost increases of more than 15 % after the order has been placed, the customer will be informed of this immediately. In the event of unavoidable cost overruns of up to 15%, a separate agreement is not required and these costs can be invoiced without further notice.
- 2.3. Should it become apparent during the processing of the material supplied by the customer that it is not in the condition assumed and on which our quotation was based, we shall be entitled to charge the additional costs incurred by us.
- 2.4. Separately agreed order changes or additional work can be invoiced at reasonable prices.

- 2.5. Appropriate surcharges may be charged for rush orders.

3. Conclusion of a contract

- 3.1. Contents and prices on our website, as well as oral and written information and offers are non-binding, unless they are expressly designated as binding.
- 3.2. iui is not obliged to accept an order if this is economically or operationally unreasonable or technically impossible.
- 3.3. A contract with iui is concluded as soon as iui confirms the order placed by the customer in writing (email/post) or verbally (telephone/personally) or begins with the actual provision of services. A contract is also concluded by sending / handing over original media / documents to be translated and their acceptance by iui.
- 3.4. A consumer may withdraw from a distance contract or a distance contract declaration (concluded e.g. by post, fax, Internet or e-mail) within seven working days in accordance with the provisions of the Consumer Protection Act. Saturday is not a business day. In the case of goods delivery, the period begins from the beginning of delivery, in the case of services from the date of conclusion of the contract. The declaration of withdrawal is to be addressed to iui and is timely if it has been sent within this period. A right of withdrawal does not exist (§ 5f KSchG), if the execution of the service towards the consumer has started within seven working days after conclusion of the contract as agreed.
- 3.5. If the consumer withdraws from the contract according to § 5e Consumer Protection Act, he or she has to bear the costs of the return if necessary.

4. Delivery to us

- 4.1. Delivery options
 - Personal handover within our office hours at the company address
 - Shipping to our company address: for shipments to iui, the sender bears the entire transport costs.
 - If applicable, the material can also be transmitted digitally
- 4.2. The customer is obliged to deliver or send the original media in proper condition and to expressly point out when placing the order if original media are damaged or otherwise defective, if original media that are the subject of the contract are irreplaceable for him/her because he/she does not have any copies, on any form of other carrier media.
- 4.3. The transport risks on the way to and from our premises shall be borne by the customer, unless covered by insurance. We shall only be obliged to take out such insurance if expressly requested to do so by the customer, who shall bear the insurance costs in this case.

5. Delivery deadlines

- 5.1. Delivery times shall only be considered as assured by iui if this is confirmed in writing or agreed separately and effectively.
- 5.2. If delivery is not possible on the agreed delivery date due to force majeure (IT/machine disruptions etc.), the customer will be informed immediately and a new date agreed.

6. Return

- 6.1. After digitization, original media can be collected from the customer or returned by post.
- 6.2. If the customer instructs iui to store the work result on a medium that he/she provides, he/she must ensure that it is readable and has sufficient free storage space. USB pen drives and external USB hard drives may be used; data carriers without a standard USB connection are not accepted.

6.3. If the customer does not have a suitable storage medium, he may purchase one from *iui*.

6.4. It is assumed that the customer has the technical equipment to use the work results, enabled by the ability to handle common file formats and data carriers.

7. Payment

7.1. Invoices submitted by the Contractor including value added tax are payable without deductions at the latest 14 days after the invoice date. In the case of orders comprising several units (e.g. work steps, partial deliveries...), the Contractor is entitled to issue interim invoices after delivery of each individual unit or service.

7.2. Objections to the invoiced claims must be raised by the customer in writing within 30 days of the invoice date, otherwise the claim is deemed accepted.

7.3. In case of default of payment *iui* is entitled to charge all costs necessary for appropriate legal action, reminder fees, collection costs and default interest in the amount of 12 % p.a.

7.4. In the event of a deviating order volume, the individual prices stated in the cost estimate multiplied by the number of units actually provided shall be deemed to be owed by the customer.

7.5. Accepted payment methods:

- Bank transfer (stating the invoice number)
- Cash payment on pickup
- *iui* is authorised but not obliged to accept other payment methods in individual cases.

8. Right of return and withdrawal

8.1. In the event that an agreed delivery period is exceeded through the sole fault or unlawful action of the Contractor, the customer is entitled to withdraw from the relevant order by registered letter if the agreed service is not rendered in essential parts within an agreed period of grace and the customer is not at fault for this.

8.2. Cancellations by the Client are only possible with the written consent of the Contractor. If the Contractor agrees to a cancellation, he has the right to charge all services already rendered and accrued costs.

9. Warranty / Liability

9.1. Obvious defects must be reported to us within two weeks after delivery. Otherwise we are released from any warranty.

9.2. In the event of defective delivery, the customer shall only be entitled to demand rectification or replacement of such delivery. To check notices of defects and repeat orders, he/she is obliged to make the original material available again for repeated processing.

9.3. If the work results are transmitted via data transfer (e-mail, cloud services, etc.), the Contractor shall not be liable for any defects and impairments resulting therefrom (such as breaches of confidentiality obligations), unless the Contractor is grossly at fault.

9.4. The Contractor shall only be liable to the Customer for damages demonstrably caused by him in cases of gross negligence or wilful intent. This also applies to damages which can be attributed to third parties called in by the Contractor. In case of culpable personal injury, the Contractor is liable without limitation.

10. Data protection

10.1. The personal data (e.g. name, address, telephone number or e-mail address) provided by the customer when preparing a quotation or placing an order will be collected, stored and processed for the purpose of fulfilling the contract. This data is al-

ways provided on a voluntary basis and is used exclusively for order processing.

10.2. Upon request, the customer will receive free information on what personal data has been stored about him/her. Unless this request conflicts with a statutory obligation to store data (e.g. obligation to store data in accordance with the Federal Fiscal Code), the customer has the right to have false data corrected and/or his/her personal data deleted.

10.3. The customer acknowledges that *iui* may be obliged by law to pass on data to third parties.

11. Other provisions

11.1. The customer must immediately notify us in writing of any changes to his name or address. If no change is notified, documents shall be deemed received by the customer if they are sent to the address last notified by the customer.

11.2. Collateral agreements to these contractual conditions (individual agreements) are permissible. In the case of customers who are not consumers within the scope of the Consumer Protection Act, such ancillary agreements must be made in writing to become legally effective.

11.3. As far as we refer or link from our Internet presence to the web pages of third parties, we cannot assume any guarantee and liability for the correctness and/or completeness of the content and the data security of these web pages. Since we have no influence on the observance of data protection regulations by third parties, you should check the respective data protection declarations.

12. Severability Clause

12.1. If any provision of these General Terms and Conditions is void, *iui* and the customer hereby expressly undertake to agree on legally effective provisions which come as close as possible to the economic purpose of the invalid provision. In the case of consumers within the scope of the Consumer Protection act, this provision shall be replaced by the provision provided for by law. The validity of all other provisions shall not be affected by the invalid provision.

13. Place of jurisdiction

13.1. The place of performance for all contractual relationships subject to these terms and conditions is the Contractor's place of business.

Special provisions

Digitization

14. Conclusion of a contract

14.1. The concrete scope of the order is determined by the number of original media handed over by the customer. *iui* shall also be deemed to be commissioned by the customer to process all original media received at the agreed unit price if the number of original media received differs in terms of quantity from the information provided by the customer when the order was placed.

14.2. Additional work will only be carried out by arrangement and invoiced accordingly, e.g.

- Image rotation
- Cropping
- Digital post-processing (a process that attempts to eliminate the signs of age of the original medium - such as colour casts, changes in contrast - on the work result - as best as possible with the source material - by digital image processing)
- Cleaning the original medium

- Special file naming of the work results (e.g. adoption of the label from the original medium)

15. Warranty / Liability

- 15.1. *iui* is not obliged to compensate for the resulting damage if the original medium is already in a condition on delivery such that it will be damaged or destroyed during contractual handling (e.g. if negatives not yet developed are submitted).
- 15.2. *iui* is not liable for defects due to technical, qualitative or age-related imperfections of the originals handed over. In particular, deviations in colour rendering and brightness on the original media do not constitute a defect. Complaints of taste are not considered a defect.
- 15.3. Liability for data loss is excluded. *iui* strongly recommends its customers to protect electronically stored data and also the work result against loss by several backup copies.
- 15.4. By placing an order, the customer expressly declares that the owner and creator of the original media agrees to the processing by *iui*. The customer assigns to *iui* all rights necessary for the fulfilment of the contract, in particular reproduction and processing rights and declares to be authorized to assign these rights. The customer undertakes to indemnify *iui* and its vicarious agents from all claims of third parties asserted in connection with the order due to the violation of their legal positions including copyrights and rights of use as well as the right to their own image. In this respect, the customer shall also indemnify *iui* from all costs of legal prosecution and support *iui* in every reasonable respect in exercising its own rights.
- 15.5. The customer declares that the original media covered by the contract and their possession, reproduction and distribution are legally permissible and do not violate any legal prohibitions. *iui* is not obliged but entitled to carry out an audit in this respect. In case of suspicion of a criminal offence, *iui* is entitled to hand over the original media and any copies already made to the law enforcement authorities and to transmit to them the details of the order including the Client's data. In this case *iui* is released from its obligation to the customer including the obligation to return the original media. In this case *iui* reserves the right to assert claims for damages against the customer.

16. Data protection

- 16.1. *iui* is not obliged to store digital copies of the work results on its own servers. However, if data remains with the Contractor after completion of the order, it will be treated in compliance with the statutory provisions of data protection and will not be passed on to third parties, unless the transfer is required by law or by the authorities, for the proper fulfilment of the contract or for the exercise of our own rights.
- 16.2. The digitized data (pictures/videos) will be deleted after a period of 1 month after delivery. If the customer wishes storage for a longer period of time or the immediate deletion after delivery, *iui* will accommodate this.

Translation, interpreting and transcription assignments

17. Prices and quotation

- 17.1. The fees (prices) for translations and transcriptions are usually calculated according to the volume (translations: standard lines, transcriptions: words) of the source text.
- 17.2. Therefore, estimates submitted without access to the documents to be translated/transcribed shall only be considered as a non-binding guideline, as the quantity of such text material is not sufficiently known.
- 17.3. Services that exceed the scope of a simple processing of the texts will be charged according to agreement.

- 17.4. For the checking of third-party translations, the workload is paid by working hours.

18. Right of withdrawal and cancellation

- 18.1. In the event of a cancellation of an order by the Client, a cancellation fee shall be due for agreed interpreting appointments. If an order is cancelled up to four weeks before the start of the event, this amounts to 25 % of the agreed fee, up to three weeks 50 %, up to one week 75 %. If the cancellation is made from the 5th working day before the start of the event, the full fee is due.
- 18.2. These cancellation fees may be waived if the service provider (interpreter) can acquire a different assignment for the originally agreed event date.
- 18.3. Expenses already incurred (ticket prices, hotel bookings, already booked flight tickets, etc.) as well as costs incurred (e.g. for bookings already made by service providers, interpreters, etc.) will be invoiced in full in the event of cancellation.

19. Warranty / Liability

- 19.1. The Client declares that he/she has permission to translate and edit the text. The Client indemnifies and holds the Contractor harmless against all claims of third parties arising from the lack of authorization for the translation/transcription ordered.
- 19.2. The Client undertakes to state what he intends to use the translation for, e.g. whether it is for information, publication and advertising purposes only, for legal purposes or patent procedures or for any other purpose in which a special translation of the texts by the translator involved is of importance.
- 19.3. The Client may only use the translation for the stated purpose. In the event that the Client uses the translation for a purpose other than that for which it was ordered and delivered, the Client shall have no claim for damages.
- 19.4. If the purpose of a translation is not disclosed to the Contractor, the Contractor shall carry out the translation to the best of his knowledge for information purposes.
- 19.5. If the Client wishes to use specific terminology, he/she must inform the Contractor accordingly and at the same time submit the necessary documents. This also applies to language variants.
- 19.6. The technical and linguistic correctness of the source text is the sole responsibility of the Client.
- 19.7. The Contractor has the right to pass the order on to equally qualified third parties. In this case, however, he remains the exclusive Contractor.
- 19.8. The name of the Contractor may only be included in the published translation if the entire text has been translated by him or if no changes have been made for which the Contractor has not given his consent.
- 19.9. In the case of translations for legal purposes, the subject matter of the order does not include checking whether the choice of words made in the context of the translation is suitable to bring about the legal consequences desired by the Client or to exclude undesired legal consequences.
- 19.10. For translations to be printed at a later time, liability for defects shall only exist if the Client expressly states in writing in his/her order that he/she intends to publish the text and if proofs are submitted to the Contractor up to and including the version of the text after which no further changes are to be made. In this case, the Contractor shall be paid reasonable compensation for the correction or an appropriate hourly fee to be invoiced by the Contractor.
- 19.11. There is no liability for defects in the translation of documents that are difficult to read, illegible or incomprehensible. Stylistic improvements or coordination of specific terminologies

(especially of industry- or company-specific terms) etc. are not recognized as translation defects.

- 19.12. No liability for defects exists for order-specific abbreviations that were not specified or declared by the customer when the order was placed.
- 19.13. The Contractor accepts no liability for the correct reproduction of names and addresses in documents that are not in Latin script. In such cases, it is recommended to the Client to spell names/proper names on a separate sheet in Latin block letters. This also applies to illegible names and numbers in birth certificates or other documents.

Software development

20. Copyright and usage

- 20.1. All rights derived from the copyright to the agreed services or otherwise from the creation of the services made available to the customer appertain to *iui* or its licensors.
- 20.2. The Client only receives the non-exclusive and non-transferable right to use these services after payment of the agreed fee for the agreed purpose and within the agreed scope of use.
- 20.3. Only a permission to use the work is acquired through the present contract. A distribution by the Client is excluded according to copyright law. The Client's participation in the production of the software shall not give rise to any rights that are not specified in the pertinent contract.
- 20.4. The source code produced during the development of the software remains the property of *iui*. This source code also represents a copyrighted work within the scope of copyright law. The Client has no right to use and exploit the source code in any way whatsoever. The Client is not entitled to pass on the source code to third parties for any reason whatsoever and is liable for such a passing on.

21. Warranty, maintenance, modifications

- 21.1. Notices of defects are only valid if they concern reproducible defects and if they are documented in writing within 4 weeks after delivery of the agreed service or, in the case of individual software, after program acceptance. If the complaint is justified, the defects will be remedied within a reasonable period of time and the customer shall enable *iui* to take all measures necessary for the investigation and remedy of the defects.
- 21.2. Corrections and additions which prove to be necessary due to organisational and technical program deficiencies until the agreed product is handed over and for which *iui* is responsible will be made free of charge.
- 21.3. Costs for assistance, misdiagnosis as well as fault and fault rectification for which the customer is responsible as well as other corrections, changes and additions are carried out by *iui* for a fee. This also applies to the elimination of defects if program changes, additions or other interventions have been made by the Contractor himself or by a third party.
- 21.4. Furthermore, *iui* accepts no liability for errors, malfunctions or damage resulting from improper operation, modified operating system components, interfaces and parameters, use of unsuitable organisational means and data carriers, insofar as these are prescribed and are due to abnormal operating conditions.
- 21.5. For programs that are subsequently modified by the Client's own programmers or third parties, any warranty by the Contractor shall lapse.
- 21.6. If the subject of the order is the modification or supplementation of existing programs, the warranty refers to the modification or supplementation. This does not revive the warranty for the original program.

22. Liability

- 22.1. *iui* is only liable to the customer in the case of intentional or grossly negligent conduct, within the framework of legal regulations.

Data safe-deposit box ("Datenschließfach")

23. Payment

- 23.1. Basic fees are to be paid pro rata for the rest of the month after the beginning of the provision of the services and thereafter in advance, fees for several months (max. 3 months) may be charged cumulatively for accounting reasons. Performance-related fees may be charged immediately after performance, without prejudice to any advance payments.

24. Duties of the customer to cooperate

- 24.1. The customer is obliged to inform *iui* immediately of any disturbance of a service. Response times, type of maintenance (remote maintenance, on-site maintenance, etc.) and reporting modes (telephone number, e-mail address) will be agreed upon conclusion of contract.
- 24.2. If necessary, the customer shall provide all hardware and software equipment necessary for the smooth installation, as well as all other necessary technical requirements (e.g. power supply, suitable rooms, etc.) free of charge.
- 24.3. The customer shall only use terminal devices which correspond to the state of the art and the interfaces specified by *iui*. *iui* does not guarantee the functionality of devices in the customer's possession, such as PCs, network equipment, etc., unless these are within *iui*'s sphere of influence.

25. Liability disclaimer

- 25.1. *iui* operates the offered services under the aspect of highest possible care, reliability and availability.
- 25.2. In particular in the event of force majeure, strikes, restrictions on the services of other operators or during repair and maintenance work, there may be restrictions or interruptions in the provision of the services. *iui* is not liable for damages resulting from such failures, except in cases of intent or gross negligence.
- 25.3. *iui* is not liable for damages caused by the customer due to non-observance of the contract and its components, in particular these GTC, or due to improper use.

26. Term of Contract, Termination and Blocking

- 26.1. Agreements concluded between the contracting parties are concluded for an indefinite period. The contract can be terminated in writing at the end of each calendar month with 30 days' notice. The date of filing is the postmark date.
- 26.2. Should the service be terminated by the Contractor, the Contractor must inform the Customer within the deadline for dissolution of the contract and thus give him/her sufficient time to back up his/her data elsewhere.
- 26.3. *iui* is entitled to terminate the contract for good cause. Important reasons are in particular the opening or dismissal of insolvency proceedings against the customer, a violation of legal regulations, official requirements or contractual provisions. *iui* is also entitled to optionally block the service.

27. Data security

- 27.1. *iui* will take all technically possible and reasonable measures to protect the data stored with it. Should a third party succeed in unlawfully gaining control over data stored with *iui* or using it, *iui* shall only be liable to the customer in case of intentional or grossly negligent conduct, within the framework of statutory provisions.

27.2. *iui* is not liable for loss, damage or modification of data and programs due to application errors or unauthorized modification of hardware and software by the customer.

27.3. The customer is obliged to keep his/her passwords secret. He/she is liable for damages caused by inadequate secrecy of passwords and by passing them on to third parties.

28. Legal compliance

28.1. The customer undertakes to observe all legal regulations and to assume sole responsibility towards *iui* for compliance with these regulations.

28.2. The customer undertakes to fully indemnify and hold *iui* harmless if *iui* is legitimately held liable under civil or criminal law, in or out of court for contents put into circulation by the customer.

UIBK Shop

29. Reservation of proprietary rights

29.1. The delivered goods remain our property until full payment of all active debt.

30. Prices and shipping costs,

30.1. All prices are final prices, they include the legal value added tax.

30.2. Shipping costs within Austria are 6.90 EUR, within Europe 9.90 EUR and outside Europe 19.90 EUR.

31. Withdrawal and Exchange

31.1. The customer has the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the day on which the customer took possession of the goods.

31.2. In order to exercise his/her right of withdrawal, the customer must inform *iui* by means of a clear declaration (e.g. a letter, fax or email) about his/her decision to withdraw from this contract.

31.3. The customer shall return or hand over the goods to *iui* without delay and at the latest within fourteen days from the day on which he/she informs *iui* of the revocation of this contract. The deadline is met if the goods are dispatched before the expiry of the fourteen-day period. The customer bears the direct costs of returning the goods.

31.4. If the contract is revoked, *iui* will repay all payments we have received from the customer, including the delivery costs, immediately and at the latest within fourteen days from the date on which *iui* received notification of the revocation of this contract. *iui* may refuse the refund until the returned goods have arrived again.

31.5. Exchange: if the customer wishes to exchange an ordered item for the same item in a different size or color (not to be confused with the statutory right of withdrawal), the customer bears the direct costs of return. In the event of such an exchange, *iui* is entitled to charge the customer for the costs of redelivery, and reserves the right to exercise this right. It is not possible to exchange one item for another; only the size/colour can be exchanged. In order to exchange one item for another, a revocation must be made and a new purchase must then be made.

31.6. *iui* does not accept exchanges or returns of worn or damaged garments (unless the damage is a manufacturing defect).

32. Terms of delivery

32.1. Delivery times are the delivery times stated in the offer, which begin with receipt of payment. In the case of delivery on ac-

count or payment by direct debit, delivery times commence upon acceptance of the contract by the company.

33. Terms of payment

33.1. Payment can be made in advance by bank transfer or via PayPal. We reserve the right to exclude individual payment methods. If you choose the method of payment in advance, we will give you the bank details in the order confirmation. The invoice amount is to be transferred to our account within 10 days.

Web sites

34. Domain registration

34.1. *iui* brokers and reserves the requested domain, if it has not yet been assigned, with the responsible registrar in the name and for the account of the customer. *iui* neither acquires nor assigns rights to the domain, but merely brokers the domain registration with the registrar.

34.2. *iui* acts as the billing office for the duration of this contract; however, the contractual relationship for the establishment and management of the domain exists between the customer and the registry directly. This means, among other things, that the customer's contract with the registration office does not automatically end when the contract with *iui* is terminated, but rather that the customer has to terminate it with the registration office.

34.3. If the customer so wishes, a domain can also be registered in the name and for the account of *iui* and rented to the customer for an annual fee. In this case there are two contractual relationships - on the one hand between the customer and *iui* and on the other between *iui* and the registrar. If the customer terminates the contract with *iui*, *iui* will terminate the domain with the registrar at the earliest possible time (up to a maximum of 1 year after termination by the customer, as domains are usually registered for one year). *iui* is entitled to charge the customer for the costs incurred in this period between termination of the contract by the customer and termination with the registrar.

34.4. With regard to the domain, the General Terms and Conditions of the respective responsible registrar apply. *iui* is not entitled or obliged to check the admissibility of the domain, for example in terms of trademark or name law. *iui* is not obliged to broker the registration of questionable domains.

34.5. The applicant declares to observe relevant legal regulations and in particular not to infringe anyone's trademark rights or industrial property rights and shall indemnify and hold *iui* completely harmless in this respect.