

I. ORDER PLACEMENT

1. Orders are confirmed by the publisher in writing or by email. Oral agreements which are not confirmed in such a manner are not binding for the publisher.
2. The publisher reserves the right to reject advertising orders without giving reasons. The rejection is communicated to the client.
3. The client is solely responsible for the contents of advertisements and confirms, when placing an order, that he is in possession of rights necessary for this; he indemnifies and holds the publisher harmless with respect of all claims from third parties. This also applies to costs of judicially ordered counter statements or publications of judgements.
4. In case of legal action arising due to an advertisement, the client is obliged to pay the standard costs of legal counsel of the publisher according to his choice and to enter into the legal dispute in his place or alongside him; if the client does not meet this obligation, the publisher is entitled to submit without the client being able to make any objections in the case of recourse.
5. A liability of the publisher for damages which result from non-appearance of an advertisement on an agreed date or from a text or placement error is excluded.

II. ORDER PROCESSING

1. Advertisement orders must be processed at the latest within one year after the written order confirmation.
2. Entitlement to discounts is only applicable when conclusion of an advertisement is confirmed in writing or by e-mail. If the necessary turnover or amount is not reached according to the valid advertisement price list for the respective discount level during the discount conclusion period, the client must refund the difference of the discount between the granted and the actual acceptance to the publisher.
3. The inclusion of advertisements in certain departments and locations is not guaranteed, unless such a placement has been expressly agreed.
4. The client is responsible for timely provision of all necessary text documents. The publisher guarantees perfect reproduction of the advertisement if perfect text documents are made available by the client. The client is entitled to a claim for compensation (compensation values up to a maximum of the net value of the respective insertion) for incorrect or incomplete appearance of the advertisement. The publisher reserves the right to deliver process-related differences in colour for image illustrations or photographs compared to the original.
5. Text advertisements and those that are not immediately recognisable as an advertisement due to their design are also marked by the publisher as such using a suitable font. This concerns, for example, the forms of advertising CONTENT AD and NATIVE AD.

III. BILLING AND PAYMENT CONDITIONS

1. Invoicing is based on the currently valid advertising price list.
2. If the client does not pay in advance, the payment of the invoice is due upon receipt. In the event of late payment, the client is obliged to pay one percent interest per month as well as, in particular, all reminder and collection costs associated with the involvement of a lawyer.
3. If the client is in default with his payments, the fulfilment of orders not yet carried out and the acceptance of further orders can be rejected.
4. When there is a delay in payment of only one invoice, all others will become due, and any discounts granted will be invalid.
5. Complaints must be in writing within 7 days of receipt of the invoice.
6. Invoices are payable and enforceable in Vienna. The place of fulfilment for all contractual obligations is Vienna. The Court responsible for Commercial Matters in Vienna is agreed upon as the exclusive place of jurisdiction. The contractual relationship and any legal disputes shall be exclusively governed by Austrian law.
7. If the internet magazine is not published due to technical faults or interventions by force majeure, the publisher offers the client subsequent publication of the advertisement at a later time. Any liability for possible damages incurred by the client through this subsequent publication is excluded.
8. The invoices from the publisher are due immediately on receipt. All bank charges are borne by the client without exception.

The legally required VAT is added to all prices listed in this tariff. We refer clients from abroad to the provisions of the Austrian Value Added Tax Act.

Regulations for publishing and using economy.at

1. LIABILITY

"The Economy Verlagsgesellschaft m.b.H. (hereinafter "economy") is exclusively responsible for the contents that it creates itself, as well as that which it distributes and communicates through economy.at.

"economy" is not liable for contents distributed on economy.at, nor for any resulting damages, unless these damages were caused intentionally or through gross negligence by "economy" itself. This regulation applies to all types of damages, especially damages that can be caused by technical errors or interruptions in transmission, incorrect or deleted contents or data, viruses or in any other way when using economy.at.

"economy" cannot check the contents of authors of for example, postings or comments before publication. Therefore, each author is liable for his own contents. Moreover, the author assures "economy" that he is in compliance with all legal provisions, possesses the rights to own and is in compliance with all necessary rights and possible contractual obligations and is thereby also obliged to indemnify and hold "economy" harmless

in every way. A liability by "economy" is always excluded for whatever reason.

Any criminal or generally illegal as well as unlawful postings or comments are always reported to the authorities by "economy" without exception. Claims against "economy" cannot be invoked in such cases.

2. DATA PROTECTION

The rules for operation and use of economy.at are based on the current legal framework conditions such as the E-Commerce Act (Civil Code I no. 152/2001) and the EU guidelines, which are regulated in the Telecommunications Act (TKG AO 96 para. 3). The data protection regulations in the respective current version are also included thereby.

With changes in legal framework conditions, "economy" reserves the right to make its own check with regard to feasibility which affects both legal criteria (national and international) as well as the organisational, technical and financial feasibility, including the applicable proportionality.

Readers and users agree that any data given by them are exclusively used for purposes of the inherent or internal market research with respect to the usage behaviour of editorial or content offers.

When using economy.at, the readers or users also agree to be informed about new editorial offers or other content-specific activities by "economy". The use of the newsletters by "economy" or economy.at is thereby only possible based on proactive registration of the user. This consent can be revoked at any time; a clearly visible unsubscribe option is included in all newsletters from economy.at at the lower end via a direct link (connection).

"economy" uses technical aids (software) for the analysis of its use. This serves to gain insight into user behaviour, for example concerning which contents, topics or departments are received well or less well and thus purely for improving our editorial and content offer.

So-called "cookies" are also used within the scope of this analysis method. Cookies are text files that are stored on the computer of the visitor to economy.at and which serve to allow automated recognition of the visitor upon renewed use of economy.at.

The aim is to allow the visitor with more simple use, on the one hand for example without continuous new registration or input processes, and, on the other hand to allow "economy" evaluation of the use of editorial offers or contents - and thus to make improvements to this editorial or content offer.

These "cookies" can generally be rejected or deleted. It is then, however, possible that not all functions and services by economy.at can be fully used. These cookies are stored by economy.at only as long as required for regular use as an independent and daily updated public medium.

With the use of the listed technical aids (e.g. software), technical data such as the IP address ("internet protocol") are also collected and stored. The persons "behind" these data or their personal data are explicitly not collected. These technical data are also not associated with other users.

Basically, "economy" undertakes that all data are used exclusively for the described internal purposes and are not transmitted to any third parties or external persons, institutions or companies. This does not apply to postings or comments which are relevant to criminal proceeding or which are generally illegal as well as unlawful. These are reported without exception by "economy" to the authorities.

With the use of economy.at, each reader/user agrees to the criteria and rules listed here for use of the website economy.at (economyaustria.at) and the listed procedure for analysis of this use. This also applies to use of the free newsletter service offered by economy.at. As already stated above, a proactive registration by the user is additionally necessary for this, and the general unsubscribe option is already possible for a single newsletter, and is quoted in a correspondingly easily visible manner.

3. COPYRIGHT

All retrievable texts, graphics, photographs, logos/trademarks, designs, etc., in the following "contents", are subject to rights such as copyright, trademark and other intellectual property rights. Their use is therefore only permitted within the framework of the contractual and/or legal regulations. Their further distribution is basically prohibited and is only allowed upon special request and with express written consent from "economy". This also applies for the takeover of contributions according to § 4 para. 1 UrhG.

4. LINKS

Links from and to economy.at must comply with all current laws and legal framework conditions and must not infringe any rights of third parties. Links on economy.at must be made as external links and respectively reproduce whole pages (incl. a navigation frame). Adoption into one's own frames is not permitted.

When users create links to other websites, "economy" does not take any responsibility for this, neither for the contents, whether they possibly violate legal provisions, are immoral or incomplete and erroneous - nor for damages arising from the use of linked information.

5. USAGE SUPPLEMENTS

economy.at and all of its contents and services, such as the newsletter, are made available or provided to the user free of charge for retrieval and for the (temporary) copying associated therewith onto their respective peripheral devices. The free provision of the internet magazine economy.at with resource-intensive produced editorial content is based on financing by advertising revenue.

As an additional service for the reader or the user, "Economy" does not provide the traditional online advertising and works here with so-called "Content or Native-Ads", all of which are marked as such.

"economy" gives its approval for use of the offer through its retrieval and (temporary) copying onto peripheral devices of the users under the condition that the user does not use any technical aids (e.g. software) which change the layout designed by "economy".

"Even as a small publishing-company we try to formulate the ever increasing legal framework conditions and information obligations as completely and comprehensible as possible. In case of doubt and for all general queries about using economy.at, please contact us directly."

Christian Czaak, Herausgeber

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