

General Terms and Conditions of Pnyxnet GmbH

1. Effectiveness of the GTC

The recipients of these General Terms and Conditions ("GTC") confirm that they have read the following terms of use and operating conditions of Pnyxnet GmbH and agree with them. By continued use of eComitee we presume the consent of the users for modifications of the last valid terms.

Pnyxnet GmbH offers the possibility to conduct online discussions and participate in online discussions. eComitee can only be used as software as a service or cloud offering.

The use of eComitee is free of charge for participants of online discussions. Online discussions are offered for a fee. Pnyxnet's business model is based on the use of paid workspaces which are reserved for invited users or publicly accessible.

The terms and conditions apply to the free use of eComitee as a registered participant of online discussions ("Participants") as well as Pnyxnet's customers ("Customers") who set up and use eComitee workspaces.

2. Terms of use and copyrights

Persons mentioned in the imprint of a document are media owners and responsible for the content in online discussions. By entering a discussion contribution, the participants of a discussion agree to the use of the content by the media owner and all other participants in the discussion.

Pnyxnet GmbH reserves the right to restrict, expand or terminate the service in its entirety or even parts thereof at any time. Participants and customers cannot derive any rights whatsoever for themselves or third parties.

3. Liability

Pnyxnet GmbH is solely responsible for the content that it has created, published and disseminated. The liability is limited to intentional or grossly negligent behavior of the legal representatives or executive employees and Pnyxnet GmbH is liable only for foreseeable damage. Pnyxnet GmbH is not liable for the content created by participants and customers, which is distributed on eComitee.

Furthermore, Pnyxnet GmbH is not liable for damages caused by these contents, except damages which are attributable to intentional conduct by the legal representatives or executive employees of Pnyxnet GmbH. The applicable laws and regulations must be complied with. Anyone who publishes contributions of any kind to eComitee is liable as author for this contribution. In the case of infringements by third parties, the latter shall indemnify and hold harmless Pnyxnet GmbH. If participants or customers link to other websites, eComitee assumes no responsibility either for the content of these websites or for damages resulting from the use of linked information. In addition, participants and customers must infringe the rights of any third parties.

Pnyxnet GmbH reserves the right to block access to the website if it is aware of illegal or code of conduct contradicting content. Claims against eComitee cannot be applied in this case. Pnyxnet GmbH expressly reserves the right to assert claims for damages and to file criminal complaints in the case of relevant offences. The authors shall indemnify and hold Pnyxnet GmbH fully harmless in this respect. In particular, Pnyxnet GmbH is not liable for service interruptions, damage caused by downloads, or for any loss and delayed or otherwise inadequate data transmission.

4. Privacy Policy

Users agree to the Pnyxnet Privacy Policy in connection with these services.

Pnyxnet GmbH acts as a processor in accordance with EU-GDPR. Pnyxnet stores and processes the data that contractors and participants share in discussions. Please see the Privacy Policy to find the contact information.

5. Contract termination

eComitee's access agreement and user contract for the free use of eComitee as a participant in discussions can be terminated by both parties at any time without giving any reasons or adherence to deadlines by deleting the account. Optionally the order to delete all personal data (see Privacy Policy) may be given in case of contract termination. Payment- based utilisation can be terminated without notice by the end of a contractual period (monthly or annually) by notice of termination.

6. Fees

Fees for payment-based utilisation are generally due in advance. The contractually agreed price cannot be increased.

7. Jurisdiction, applicable law and severability clause

Unless otherwise specified in the Consumer Protection Act, exclusive jurisdiction for all legal disputes arising out of or in connection with these general terms and conditions shall be Wien Innere Stadt. The general terms and conditions are subject to Austrian law with the exception of the relevant provisions on Conflict of Laws and the UN Sales Convention. Amendments to the present GTC are possible at any time and become legally effective with the date of the first publication. Customers are notified of changes via e-mail and in the announcements, participants in the messages in eComitee.

If individual provisions of these general terms and conditions or parts thereof shall become ineffective, the validity of the remaining provisions shall remain unaffected. The invalid provision shall then be replaced with an effective one which conforms as closely as possible with the economic purpose of the ineffective provision. The same shall apply in the event of a regulatory loophole.

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