

## General Terms and Conditions for firmeninfo.at

### I. Contracting Party; Applicability of the GTC

(1) We, Compass-Verlag GmbH, Schönbrunner Strasse 231, 1120 Vienna, are your contracting party.

Phone: (+43) 1 98116-400

Fax: (+43) 1 98116-118

email: office@firmeninfo.at

Enquiries are usually answered within two working days.

For more detailed information about our company please see the legal information: <https://www.firmeninfo.at/content/impresum>.

(2) We reserve the right to amend the General Terms and Conditions ("GTC") due to changes in the legal regime, new court decisions or technical developments in the software used for the "firmeninfo.at" website. Registered customers will be notified of amended General Terms and Conditions at least one week prior to their entry into force.

The amended General Terms and Conditions apply as soon as a registered user logs into the webshop for the first time after expiry of the stated period of notification. If provisions of older general terms and conditions contradict more recent general terms and conditions, the more recent general terms and conditions will apply in each case. Any different provisions in older general terms and conditions no longer apply.

(3) The following applies to consumers as defined in the Austrian Consumer Protection Act [*Konsumentenschutzgesetz/KSchG*] (hereinafter referred to as *KSchG*). If an amendment to the GTC is not only for the benefit of private individuals, those individuals will be entitled to terminate the contract early.

(4) You may retrieve these General Terms and Conditions from our website <https://daten-cms.compass.at/diverses/firmeninfo/en/GTC.pdf> any time. You may also print out or store this document.

### II. Language; Services

Contents can be retrieved both in German and English. Invoices will only be issued in German. Services will be rendered via the internet. There are free and fee-based contents:

(A) The search for and availability of basic profiles with limited information is a service for which the user need not pay ("free contents").

The contents that are available in this section are for your personal use only. Any further or commercial use or reproduction, disclosure, reuse and/or translation of parts displayed is prohibited. The service only serves the purpose of finding certain company information such as addresses, phone numbers or email addresses. We reserve the right to change, restrict or terminate this service at any time.

(B) Purchase of fee-based contents: "Profiles+" containing more detailed information, documents and ratings.

(1) Profiles+ include the following services:

- (a) "Business Profile+"
- (b) "Balance sheet data"
- (c) "Personal Profile+"

(2) Documents include:

- (a) excerpt from the Business Register
- (b) excerpt from the Land Register
- (c) annual financial statements

All of these documents are official documents from databases of the Republic of Austria. Here we act as a sub-clearing office of HF Data Datenverarbeitungsgesellschaft m.b.H. and charge a clearing office charge and a service charge per document (document/excerpt) for processing.

(3) Ratings refer to the Benchmark Report.

### III. Purchase Types: Direct Purchases or Packages

Fee-based contents may be purchased:

(1) as a direct purchase by means of online payment, which only requires an email address and no personal registration, or

(2) by debit from a prepaid balance, which users may purchase as a package and which requires registration.

The "Personal Profile+", which is stated in paragraph II. (1) (c), may only be purchased via the credit balance option stated above.

### IV. Processing of Direct Purchases

(1) Please select the document (in-depth profile, excerpt from the Land Register or Business Register, annual financial statements) or one of our services first. The price for the products you have selected will be shown. Please confirm the selected product(s) by pressing the "Add to cart" button, which will direct you to the "Shopping Cart". You may view the contents of the shopping cart at any time. You may remove documents or services from the shopping cart at any time by clicking on the relevant button.

(2) If you want to purchase the documents in the shopping cart please click on the "Proceed to checkout" button. You will then be directed to an overview page where you may once again check the selected documents and the price. You will then be asked to enter an email address. The purchasing process may be discontinued at any time by closing the browser.

(3) You will find a check box showing the text "By making a purchase you accept our General Terms and Conditions and confirm the information on your right of cancellation and the exclusion of a right of rescission" below the overview of the selected documents described in paragraph (2), which text is linked to the relevant documents. By clicking on this check box before placing the purchase order you accept these General Terms and Conditions and acknowledge the information. By clicking on the "Buy now" button the purchase of the documents in the shopping cart will be completed.

(4) After payment your documents will be provided on a download page and a link to that download page will also be sent to the email address you advised. All documents on the download page will remain retrievable for 30 days.

(5) Packages may not be purchased as direct purchases because they require separate registration (as described in Clause VI).

(6) For security reasons, the contract data can no longer be accessed via the Internet. However, you will receive them by e-mail.

## V. Packages

(1) There are three types of packages (for more detailed information please see the "Prices" section of the navigation menu):

- (a) small package
- (b) medium package
- (c) large package

(2) By purchasing a package you buy a fixed-amount credit balance. By means of this balance you may purchase all fee-based contents as defined in Clause II paragraph (1) (b) and paragraph (2). If you purchase fee-based content by means of your balance, the balance will be reduced by the relevant purchase price. Services which also non-registered users as defined in Clause III paragraph (1) may purchase cost 50% less when being purchased via a package than when purchased via online payment.

(3) Once you have registered at "firmeninfo.at" and are logged in, only the option of purchasing a package will remain available to you.

(4) The term of contract commences on the day on which payment is confirmed by our payment service provider, and we will inform you thereof by email; the term is one year. The balance must be used up within this term and any amounts remaining after one year will become forfeited.

(5) New packages may be purchased at any time and the new balance will be added to the existing balance. With any new purchase the period of one year will start again.

(6) If the balance is not sufficient to purchase a service, you may only open free contents unless you buy a new package.

(7) You may view the different fee-based contents at any time in the "Pricing" section at "firmeninfo.at". There you can also see the price difference between direct purchases and acquisition via packages.

(8) Packages are offers that are addressed to entrepreneurs, as "firmeninfo.at" is generally a business to business (B2B) platform. If, however, a consumer as defined in the *KSchG* purchases a package, the consumer may renew the remaining balance free of charge after expiry of one year from the purchase. This requires only a simple message to "servicedesk@firmeninfo.at".

## VI. Registration of Package Users

(1) When entering your personal data required for registration you are responsible for providing true and complete information. You are obliged to treat your personal access data as confidential and not to disclose the same to unauthorised third parties. After clicking on the "Register" button you will be sent an email containing a confirmation link to the email address advised in the course of the registration process. After clicking on the confirmation link within the prescribed term of 24 hours registration will be completed successfully. You will be sent an email containing your access data directly thereafter.

(2) For us to be able to register you as a package user we need the following data:

first name, surname and email address as mandatory fields; phone number and company name (optional).

(3) We do not collect data on payments to us as payments are processed via our payment service provider. Our payment service providers will encrypt your data when transmitting it. For more information on the processing of data by our payment service provider please see the data privacy statement of our payment service provider during the payment process.

(4) We will use the data advised by you exclusively for performance of the contract and in compliance with the relevant statutory provisions. For more details please see our data privacy statement (<https://compass.at/gdpr/compass.pdf>).

(5) You are responsible for access to your user data (user name and password). We will not be liable for any damage you may suffer due to misuse or loss of your user name and/or password. You must immediately notify us of any loss or theft of user data so that the relevant access can be blocked. Alternative access can be provided free of charge only once a year.

We expressly point out that according to the state-of-the-art transmission of user data via the internet is not absolutely safe.

## VII. Payments; Details regarding Online Payment

(1) Services may be paid for by active payment via money transfer or online payment (VISA / MasterCard credit card, PayPal, EPS, Apple Pay, Giropay or SOFORT banking Klarna). However, payment will only be deemed made when it is credited to an account of our payment provider. Payments received will always be credited to the oldest unpaid invoice, irrespective of their indicated purpose.

(2) Payments by credit card (Visa or MasterCard) will be processed technically by our payment service provider. You enter your card number, expiry date and security code on the website of our payment provider, where the payment will subsequently be verified.

When paying by EPS you will be forwarded to the relevant online banking site after you have selected your principal bank. Verification (e.g. by user number and PIN) and the subsequent confirmation of payment (e.g. by TAN or a digital signature) will then be carried out on that site.

When paying by SOFORT banking, in principle, identity of the account holder will be verified and payment will be confirmed in the same way as with EPS, however, data will be entered and processed on the servers of Sofort GmbH. In contrast to EPS, SOFORT banking also allows payments from bank accounts which are not part of the (Austrian) EPS.

When paying by PayPal the customer will be forwarded to the website of the payment service provider, PayPal. There you must log in using your PayPal account and then confirm the payment.

(3) If in the case of a direct debit order the customer's bank returns an amount that was debited before, we will inform you thereof and will be entitled to invoice charges of up to EUR 15. Those charges cover the additional bank charges incurred by us and the extra work of making another entry.

## VIII. Search List

(1) We will store the searches you carry out via packages. When you are logged in you will see a field containing your name in the line right below the URL. Clicking on that field will open a window showing the sections "Credit", "Transactions", "Settings" and "Log out".

(2) In the "Transactions" section you can view the data of your searches; i.e. date, document (the business searched for), document type (as defined in paragraph II. (B)) and price. This means that you can see a list of the searches made and the current amount of your balance directly in the web-based application. You can archive the data of your searches by printing out the compiled searches using the features of your browser.

## IX. Restrictions on Use; Duties of the User

(1) You shall ensure access to the internet yourself and on your own responsibility and bring about all conditions required for you

to be able to use our services. If you are unable to open, view or print out the documents delivered by us for reasons for which you are solely responsible, this will not affect your payment obligations. You shall make data backups if this is necessary to keep the data up to date.

(2) The contents and structure of our databases from which you purchase the services and documents via firmeninfo.at are protected by the provisions of the Austrian Copyright Act [*Urheberrechtsgesetz*]. Therefore, strict restrictions on use must be observed when using the contents searched via "firmeninfo.at".

(3) Data searched is for your personal use only. With regard to the data searched (documents, excerpts or contents) the following is prohibited:

- any type of disclosure to third parties, be it for a charge or free of charge;
- any type of change, reproduction, reuse and/or translation;
- any commercial use;
- any creation or distribution of data collections.

This restriction will survive termination of the contractual relationship. We are entitled to enter check addresses into the database to monitor compliance with this restriction.

## X. Liability

(1) We render our services in compliance with the general state of the art. However, due to the nature of the internet no guarantees regarding availability and/or the quality of transmissions can be made. We will notify you in a timely manner of interruptions or material restrictions to the extent that the same are necessary for maintenance, to carry out work necessary for operation, for improvement of a network or service or to prevent disruptions. However, such notifications will be given only if the interruption concerns peak operating hours (Monday to Friday 8:00 a.m. to 6:00 p.m.). In addition we will inform you of necessary updates and their installation, as well as the consequences of non-installation of the same. (Section 7 of the Austrian Consumer Warranty Act [*Verbrauchergewährleistungsgesetz/VGG*])

In this regard we shall be liable for updates that are necessary for the digital services to continue to be in line with the contract. We are not liable at all for any defects resulting from the consumer's failure to install necessary updates.

(2) With regard to the retrievability of excerpts from the Land Register or the Business Register and/or of annual financial statements we will be liable in the case of any disruptions in data transmission (mutilation of data, omissions) for the clearing office that transmits the data only if the disruption occurred during the transport of data carried out by the clearing office.

(3) For the rest we only represent that we are entitled to store the information contained in the database and provide it to our customers for retrieval for their own use. This constitutes a limitation of the content of the services and no limitation of liability claims.

(4) However, we will only be liable in this context if at least gross negligence on the part of our managing directors, staff or agents [translator's note: *Erfüllungsgehilfe* as defined in Section 1313a *ABGB*] is proved. This limitation of liability does not apply vis-à-vis consumers for whom the contract is a business-to-consumer transaction as defined in the Austrian Consumer Protection Act [*KSchG*]. We are liable without limitation vis-à-vis such consumers also for personal injury.

(5) Consequential damages or indirect damages are excluded in any case.

## XI. Warranty

(1) We assume no warranty and/or liability for the accuracy of data contained in the database. We do not represent that the data is suitable for the purpose envisaged by you. All information contained in the database has been collected and entered into the database with utmost care. This constitutes a limitation of the content of the services and no limitation of warranty claims. This means that you use the data on your own responsibility.

(2) In general warranty claims vis-à-vis entrepreneurs will only arise to the extent that we have made an express written representation with regard to a specific quality of the service.

(3) If there are warranty claims, the following will apply:

The warranty period depends on the statutory provisions. Warranty is limited to the statutory period of 24 months from the date of completion of the service. In the case of business-to-consumer contracts warranty rights as defined in the VGG will become time-barred three months after expiry of the two-year warranty period, which means that the consumer may only assert their right to warranty vis-à-vis the entrepreneur in court within this period. In the case of justified defects notified, there will be either free replacement or improvement, for which a reasonable grace period will be granted. If replacement or improvement is no option (not possible because of excessive expenses, unreasonable, period expired, etc.), you will be entitled to a reduction in the price or, if the defect is not of a minor nature, to cancellation of the contract.

## XII. Interruptions of Contract; Dissolution of Contract

(1) We shall be entitled to interrupt the provision of services immediately and without notice if

- you use the data beyond the right of use granted, or
- facts become known to us which would have justified a refusal to establish the contractual relationship with the customer and which still continue at the time they become known.

(2) We shall be entitled to terminate the contract with immediate effect if

- the prerequisites for an interruption of the contract as defined in paragraph (1) are met, or
- you have still not fulfilled payment obligation fourteen days after a reminder.

## XIII. Right of Withdrawal

(1) Withdrawal; Period

(a) Consumers as defined in the *KSchG* and the Austrian Act on Distance and Off-Premises Transactions [*Fern- und Auswärtsgeschäfte-Gesetz/FAGG*] (hereinafter referred to as *FAGG*) are entitled to withdraw from the relevant contract regarding digital contents which are not delivered on a physical data storage media with no obligation to state reasons within fourteen (14) days of conclusion of the contract. If you are an entrepreneur, withdrawal is totally excluded. Paragraph (4) of this Clause XIII also regulates the cases in which withdrawal is no option for consumers.

(b) To exercise your right of withdrawal you must inform us, Compass-Verlag GmbH, Schönbrunner Strasse 231, 1120 Vienna [phone: (+43) 1 98116-400, fax (+43) 1 98116-118 and email address: office@firmeninfo.at] by means of a clear statement (e.g. by letter sent by post, fax or email) about your decision to withdraw from the contract. For this purpose you may use the withdrawal form printed below, use of which is, however, not compulsory. Sending the notice of exercise of the right of withdrawal in the sense of a letter of rescission before the end of the period for withdrawal will be sufficient for observance of that period.

If and when the relevant letter of rescission sent by you is received by us, we will send you a confirmation of receipt of your letter.

## (2) Consequences of withdrawal

(a) If you withdraw from the contract, we must refund all payments we have received from you without delay and not later than within fourteen (14) days of the day on which we receive notice of withdrawal from the contract. For such refund we will use the means of payment you used for the original transaction unless expressly agreed with you otherwise; we will in no case charge you for such refund.

(b) You do not have to return to us the documents searched, but you will no longer be allowed to use them and you must delete and/or destroy all files and printouts.

(c) If you have requested that the provision of services already commence during the withdrawal period, you must pay us a reasonable amount that reflects the share of the services rendered by the date you notify us of the exercise of the right of withdrawal compared to the total services provided for in the contract. Accordingly, there will be no refund for the documents already searched after the purchase of a package. The documents that have been searched will be treated as a direct search in terms of the charges, i.e. they will not be invoiced with the price advantages of the packages. The total charges for the documents searched will be deducted from the payment for the package for which withdrawal was declared and the balance will be refunded to the consumer.

## (3) Withdrawal form

### Withdrawal form

(If you intend to withdraw from the contract, please complete this form and return it)

— to Compass-Verlag GmbH, Schönbrunner Strasse 231, 1120 Vienna [phone: (+43) 1 98116-400, fax (+43) 1 98116-118 and email-address: office@firmeninfo.at]:

— I/We (\*) hereby withdraw from the contract on the purchase of the following documents/packages/service (\*) concluded by me/us (\*)

— ordered on (\*)/received on (\*)

— name of consumer

— address of consumer

— signature of consumer (only in the case of a paper document)

— date

(\*) Delete which is not applicable.

## [Download as a PDF file](#)

## (4) No right of rescission

For you as a consumer as defined in the *KSchG* the right of rescission as defined in Section 18(1) No. 1 *FAGG* may be excluded as this is a contract on the delivery of digital contents which are not stored on a physical data storage medium. This is the case if, upon your request and before expiry of the rescission period as defined in Section 10 *FAGG* and after receipt of your request for early performance, we started and completed delivery. You acknowledge the fact that the right of rescission will be lost in the case of an early start of performance of the contract. If performance of the contract in this sense was started before expiry of the rescission period, but has not been completed, paragraph 2 of this Clause XIII applies.

## XIV. Applicable Law

All contracts on services which we render via the "firmeninfo.at" website are exclusively governed by the laws of the Republic of Austria except for the conflict of laws rules of private international

law and UN Sales Law. For the rest the relevant provisions of the *KSchG*, the *FAGG* and the *VGG* apply to business-to-consumer contracts.

In the case of business-to-consumer contracts this choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has their habitual residence.

## XV. Jurisdiction; Conciliation Board

(1) The court having jurisdiction over the subject matter and our registered office is the exclusive place of jurisdiction for disputes. However, if you are a consumer as defined by the *KSchG*, the court having jurisdiction over the circuit in which you have your domicile, habitual residence or place of work will have jurisdiction.

(2) In the case of disputes we undertake vis-à-vis consumers to join the conciliation procedure of the internet Ombudsstelle:

[www.ombudsstelle.at](http://www.ombudsstelle.at)

For more detailed information on the different procedures please see "www.ombudsstelle.at".

To resolve disputes with us you may also use the ODR platform <https://ec.europa.eu/consumers/odr>. Our email address for this purpose is: servicedesk@firmeninfo.at.

## XVI. Miscellaneous

(1) If any provisions of these GTC are or become invalid in whole or in part, the effectiveness of the remaining provisions will not be affected. In this case a provision that comes as close as possible to the commercial intention will be deemed agreed.

(2) Oral side agreements, future amendments to or modifications of any contracts concluded must be confirmed in writing by both contracting parties in order to be effective. This formal requirement may only be abolished in writing.

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With regard to the following two services the above GTC apply accordingly with the following amendments:

## XVII. Marketing Data

(1) The "firmeninfo.at - MarketingDaten" section provides data of Austrian business entities which have been selected, exported and processed according to a number of selection criteria. For details about the services offered please see the relevant website.

(2) We grant you a non-exclusive right that is not transferable to third parties and is limited to the term of the contractual relationship to access data stored in the database via remote data transmission and to retrieve and process a contractually agreed number of business data sets. For this purpose you will enter search requests into the search mask provided and you will be entitled to print out or store the results.

(3) All information is created and updated with utmost care; however, the customer will remain exclusively responsible for use of the data. In particular, we point out that certain types of advertising (e.g. email spamming or cold calls) are subject to restrictions under the Austrian legal regime and that the business entities contained in the firmeninfo.at platform have given no separate consent to such types of advertising. This means that you will have to obtain their consent yourself.

(4) You hereby undertake to comply with the provisions of the laws applicable from time to time (including but not limited to the Austrian Telecommunications Act [*Telekommunikationsgesetz/TKG*], the Austrian Data Protection Act [*Datenschutzgesetz/DSG*] and the General Data Protection Regulation (GDPR)) when using the data or parts thereof.

(5) Fair use. We grant you an additional volume of 10% on the contractually agreed maximum search volume. If this volume is

reached, the system will shut down automatically and allow no additional downloads of business data. You may, however, continue to download all business data which has been exported by that date within the term of the contract.

### **XVIII. Placing Advertisements**

(1) The service content is the placing of advertisements on the "firmeninfo.at" platform. The term of contract depends on the data agreed in the relevant contract. Unless otherwise agreed, the contractual relationship will generally be concluded for a term of one year from the invoice date. We will conclude such advertisement contracts exclusively with entrepreneurs, which means that no provisions of consumer protection law apply.

(2) Requests for placements will be considered to the extent possible, however, non-accommodation does not entitle you to refuse or reduce payment. We will be entitled to combine and/or change product or industry terms if editorial arrangement so requires. No exclusion of competitors is agreed.

(3) We warrant flawless display and technical availability (uptime of at least 98%) of the advertisement. We will immediately send back to you unsuitable or damaged documents or transmitted files. If text documents, logos, banners or other records are not provided within 8 days of a request, we will be entitled to place only the business name, plus the address and phone number, if possible, in the advertisement space provided. If you as the customer have a website, we will publish a suitable logo or lettering of the business from that website. You hereby authorise us to download logos and lettering from the company website.

(4) You will bear the costs for substantial changes to the originally agreed design and additional costs for more expensive designs.

(5) You will be sent a printout of the placed advertisement only if this has been expressly agreed. If you do not object to the printout sent to you within eight days, the advertisement will be deemed approved. We do not grant free access to services on firmeninfo.at that are normally fee-based for the purpose of checking advertisements.