

Terms of use CANCOM Austria AG - Marketplace

1. Prerequisite for use

- 1.1 Welcome to the CANCOM Austria AG Marketplace (hereinafter also referred to as "Platform" or "CANCOM"). Use of the Platform is subject to the terms and conditions of this User Agreement. The prerequisite for access to the portal is the acceptance of the invitation by the customer and the subsequent confirmation of the policies and guidelines stated in the course of acceptance. It is expressly stated that only natural persons who have been authorised to register and subsequently use the applications by the specified organisation can be registered. The customer is obliged to provide truthful information for registration and to inform CANCOM Austria AG immediately of any subsequent updates or changes.
- 1.2 By using the Platform, you agree to be bound by, understand and accept the terms of this Agreement.

2. Obligations of the user

- 2.1 The customer shall ensure that he uses the information and options available on the portal exclusively for business purposes and treats his user name and password confidentially. He shall be liable for all activities carried out under his user data. After each use, the password-protected area must be exited by logging out of the system.
- 2.2 CANCOM is entitled to revoke the access authorisation by blocking the access data or to exclude customers who violate these terms and conditions in the event of misuse or use of the portal contrary to the agreement, in particular if data is not provided truthfully, in the event of violation of these terms and conditions of use or of the duty of care in handling access data or in the event of disclosure of business and trade secrets to third parties.

3. Data protection and protection of personal data

- 3.1 See the protection policy under [Protection Policy CANCOM Austria AG Marketplace](#).

4. Terms of use of third parties

- 4.1 Insofar as you utilise the services of third parties via this portal, by registering you also accept the terms of use of these third parties or undertake to comply with their terms of use.
- 4.2 You are fully responsible for all information you disclose. The use of the information you disclose to third parties is subject to the protection policies or other terms provided by them. You should read their protection policies and other terms of use carefully.
- 4.3. Products and services developed and provided by third parties are the sole responsibility of those providers. CANCOM Austria AG assumes no responsibility or liability for any aspects of these products and services, actions and content of any third parties, with the exception of the specific services offered directly by CANCOM.

- 4.4 Should CANCOM be held liable by third parties for breach of the Terms of Use, you shall indemnify and hold CANCOM harmless in full. Furthermore, in this case CANCOM is also entitled to prohibit the customer from further access to the portal in accordance with point 2.2.

5. Unlawful and prohibited use

- 5.1 As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You must not use the Services in any way that could interfere with, disable or overburden any other authorised user's use of the Services. You may not attempt to gain unauthorised access to any Services, other accounts, computer systems or networks connected to the Services, whether through hacking, password mining or any other means.
- 5.2 CANCOM is also authorised to block the user from the portal at any time if this is absolutely necessary to comply with anti-terrorism or similar restrictions or other measures of the EU, the USA or the United Nations.

6. Availability

- 6.1 Certain services on the platform may not be available, may vary by product or geographic location, may be time-limited or may require separate subscriptions. Further information can be found on the CANCOM website and/or in the terms of use of these services. Wireless data services may be required for some services on the platform. If your product is located in a region without access to these, this could mean that you may not be able to use all or any of the services. CANCOM Austria AG accepts no responsibility for the unavailability of wireless data services or any associated outages of the services on the platform.

7. Forwarding

- 7.1 The portal and the platforms accessible via it may contain hyperlinks to third-party websites. CANCOM accepts no liability for the content of these websites, which are used at the user's own risk. As with any other application used via the Internet, the user must ensure that appropriate security measures and virus scanners are in place.

8. Limitation of liability

- 8.1 The portal is a portal that enables the customer to manage certain services themselves. It is expressly pointed out that the customer is solely responsible for all steps he takes in this portal. There is no control or security function to prevent incorrect entries. Consequently, CANCOM shall not be liable for errors caused by the user due to improper or inadequate input.
- 8.2 In the case of the administration of consumption units, these can form the basis for the billing of the services provided. Errors in the administration of such consumption units shall therefore always and exclusively be borne by the customer and shall in any case not be replaced by CANCOM.
- 8.3 CANCOM Austria AG shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of the Platform, including lost profits, loss of data or business interruption.

9. Termination

- 9.1. CANCOM Austria AG reserves the right to terminate this Agreement if you breach any of its provisions. In the event of such termination, CANCOM reserves the right to immediately suspend your access to the Platform in accordance with the terms of this Agreement. An occasional failure to enforce or exercise the provisions of this Agreement shall not constitute a general waiver of this right.

10. Amendment of the agreement

- 10.1 CANCOM Austria AG reserves the right to change or update this agreement at any time. It is your responsibility to check for updates regularly. Continued use of the platform after changes have been published shall be deemed to constitute acceptance of the amended terms.

11 Choice of law and place of jurisdiction

- 11.1 This agreement shall be governed solely by Austrian substantive law to the exclusion of the conflict of law rules of private international law and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Vienna.