

## **General Terms and Conditions of IWIMED GmbH**

IWIMED GmbH

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Founded: 2016

Commercial register: Salzburg

UID: ATU 71392003

Company Directory: FN 453706 s

### **1. Scope**

All offers, orders, deliveries, and services are exclusively based on these General Terms and Conditions (GTC). In the case of orders transmitted electronically, the text of the General Terms and Conditions may be downloaded and/or printed on the computer. Any conflicting or supplementary terms and conditions and/or agreements that deviate from these General Terms and Conditions shall, even if known, not be part of the contract unless its validity is agreed in writing with the original signature of the management. In particular, the failure of IWIMED GmbH to object or to reject other GTCs will not result in the other GTCs being deemed to have been agreed.

### **2. Definitions**

For the purposes of these Terms and Conditions, users are natural persons with whom a business relationship is entered without the latter engaging in a commercial or independent professional activity or entrepreneurs (natural or legal persons or legal entities) with whom a business relationship is entered and who are engaged in the exercise of a commercial or self-employed professional activity.

### **3. Conclusion of the contract**

3.1 All offers of IWIMED GmbH are subject to change without notice, technical changes, as well as changes in form, color, design, and equipment, remaining within the reasonable scope of the customer.

3.2 Access to the use of information and services provided by IWIMED GmbH requires the registration of the user. Registration is free of charge. This is done by opening a member account. All mandatory fields must be filled in completely by the user during the registration. The specified e-mail address is verified at registration. Registration is only possible if the terms of use are accepted.

3.3 The user guarantees that all data provided at registration are true and complete. Furthermore, the user is obliged to keep data up to date.

3.4 For registration, the choice of a password is required. The secrecy of the password is solely the responsibility of the user. The transmission of the password is not allowed.

3.5 There is no right of registration. IWIMED GmbH expressly reserves the right to refuse registration requests by not activating the user's account. In addition, IWIMED GmbH is entitled at any time to revoke the access authorization by blocking the access data. IWIMED GmbH is not obliged to inform the user about the reasons for the rejection or revocation of the access authorization.

3.6 The user may at any time request the deletion of his or her registration in writing or use the appropriate function on [www.iwimed.at](http://www.iwimed.at). In this case, all user data and all other stored personal data of the user will be deleted as soon as these are no longer required.

3.7 Chargeable offers about services and goods are listed in their respectively current form under "Shop".

3.8 Special offers are valid only within a specified period of time and as long as the supply lasts. There is no legal claim to a special offer.

3.9 By ordering a chargeable service or subscription, be it online, e.g. by confirming the button "Order and Pay Now", or in writing, the customer makes an offer to conclude a contract. The contract only comes into effect when IWIMED GmbH either expressly declares the acceptance of the offer in writing or by delivery of the goods to the customer, by providing the requested service, or by enabling online access to a fee-based offer. If a consumer orders the goods electronically, IWIMED GmbH will confirm a receipt of the order, but the confirmation of the receipt does not yet constitute a binding acceptance of the order. A binding acceptance when ordering by electronic means, only exists when IWIMED GmbH expressly states the acceptance of the offer, or delivers the goods to the customer, or fulfills the ordered service, or the corresponding online access is enabled. IWIMED GmbH is entitled to accept or reject the contract offer of the customer submitted in his/her order within two weeks after the submission of the offer.

3.10 If the ordered goods or services are not available, IWIMED GmbH shall inform the customer immediately and reimburse the customer for payments already rendered. In this case IWIMED GmbH is not obligated to deliver.

#### **4. Right of withdrawal**

Consumers have a legal right to withdraw. A consumer is any natural person who enters a legal transaction for purposes that are neither attributed to their commercial or independent professional activity (§ 13 BGB).

## **CANCELATION INSTRUCTION WHEN ORDERING ELECTRONIC SERVICES AND OFFERS, AS WELL AS SUBSCRIPTION CONTRACTS**

### Cancelation Instruction

You have the right, within fourteen days without giving reasons, to revoke the contract based on your order. The withdrawal period shall be fourteen days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us (IWIMED GmbH, Managing Director Dr. med. univ. Dara Koper, Sigfried Leitner, Stephan Mikula, Stefan Reicho, Prof. Dr. med. Andreas Sönnichsen, Thomas Weber, Laufenstr. 22, 5020 Salzburg, Austria; [info@iwimed.at](mailto:info@iwimed.at)) with a clear statement (e.g. a letter sent by mail or e-mail) about your decision to withdraw from this agreement. You can use the sample revocation form, but this is not required. In order to safeguard the withdrawal period, it is sufficient that you send the revocation before the revocation period expires.

### Consequences of Cancelation

If you withdraw from this contract, we have to reimburse all payments that we have received from you, including delivery costs (except for the additional costs arising from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive the notification of your cancelation of this contract. For this repayment, we use the same payment method that you used originally unless otherwise specifically agreed with you; in no case you will be charged for this repayment.

If you have requested that the service starts during the withdrawal period, you have to pay us a reasonable amount up to the date on which you inform us of the exercise of the right of withdrawal, which corresponds to the proportion of services already provided compared to the total scope of services intended in the contract.

- End of the statutory cancelation policy -

## **5. Out-of-court settlement of consumer disputes**

For out-of-court settlement of consumer disputes, the European Union established an online platform (ODR-platform) through which you can contact an independent dispute resolution institution. You can access the online platform at <http://ec.europa.eu/consumers/odr/>. You can reach us at our email address [info@iwimed.at](mailto:info@iwimed.at).

## **6. Prices, shipping, and payment**

6.1 The offered sales prices are binding. The prices are inclusive of the statutory value-added tax, however costs for shipping, packaging and transport insurance costs will be added unless expressly stated otherwise.

The aforementioned additional costs, if applicable, arise from our offers published on the Internet. In case of cancellation of the contract, IWIMED GmbH reimburses already received shipping costs.

6.2 Payment of the invoice shall be made without deduction unless stated on the invoice otherwise. The customer is obliged to pay the invoice within three weeks from the performance of the services or the receipt of the goods unless the contract is revoked by the consumer. After expiration of this period, the customer is in delay. During the period of delay the consumer shall pay interest on the debt in the amount of 4% points above the base rate, for entrepreneurs applies a 6% interest rate above the base rate.

6.3 The amount due can be paid by means indicated in the ordering process, currently by direct debit (electronic SEPA direct debit, instant credit transfer), credit card (VISA, Mastercard), credit, or via Paypal. With the registration for the use of a paid service or the ordering of goods and the indication of the information required for the selected payment method, the user grants authorization to collect the corresponding amount. If the user chooses the SEPA direct debit procedure, he/she issues a SEPA based mandate as part of the payment process. Direct debit is collected 1 day after the invoice date (order date). The pre-notification period is reduced to 1 day. The buyer agrees to provide sufficient funds on the account.

6.4 The user shall cover those costs which arise as a result of rebooking a payment transaction due to lack of account funds or due to incorrectly transferred data, as well as a processing fee of 10,00 EUR.

6.5 The provision of access to chargeable services occurs to the selected usage model according to cost of usage (total price). This total price for a billing period shall be due independently whether and how the user uses the offer.

6.6 A right to off-set shall only be granted to the user if his/her claims have been determined legally binding by the courts or are undisputed or confirmed in writing by IWIMED GmbH. The user shall only exercise a right of retention to the extent that the claims result from the same contract.

6.7 IWIMED GmbH is responsible for payment transactions via the website and manages the transactions only via SSL-secured connections.

## **7. Free use**

In cases where the use of chargeable services is free of charge (e.g. within tests or special deals), there may be only limited functions available. A claim for permanent use is not established in these cases. IWIMED GmbH also reserves the right to limit the range of functions at any time in these cases. Different from point 8., in the case of free use, both parties are entitled to terminate the contract with immediate effect without giving reasons.

## **8. Duration and termination for chargeable services**

8.1 The term of the respective usage contract for services is governed by the selected usage model. The term of the usage contract begins with the activation of the user account for the use of the respective paid service and ends after the expiration of the intended time period in the usage model. The usage contract ends after the expiration of the usage time defined by the usage model without a separate explanation. At the end of the contract period, the right to use the respective paid service ends. The personal user profile on [www.iwimed.at](http://www.iwimed.at) remains active and is available to the user free of charge unless the user specifically requests the deletion of his/her user account.

8.2 The mutual right to extraordinary termination for important reasons remains unaffected. Such a reason shall be in particular when a party intentionally breaches essential obligations under this contract; and therefore violates interests and legal interests of the other party significantly. On behalf of IWIMED GmbH a reason for extraordinary termination applies in particular if the user

- is delayed for more than 10 work days with a due payment after a receipt of a payment reminder
- grants access to services of IWIMED GmbH that are subject to charges by giving his/her access data to third parties
- IWIMED GmbH permanently ceases operation.

8.3 The extraordinary termination is possible without notice. The termination shall only take place in writing, e.g. by email or letter.

8.4 In the event of extraordinary termination, there is no claim to reimbursement of the usage fees already paid.

8.5 The statutory rights of withdrawal shall remain unaffected by the above specified rights of termination.

8.6 In the event of termination, IWIMED GmbH will delete all stored personal data in regard to the relevant paid service of the user account in question.

## **9. Warranty**

9.1 In the case a warranty-obligatory defect exists with goods, the user is entitled within the scope of the statutory provisions to demand supplementary performance (supplementary or replacement delivery), to withdraw from the purchase contract after failed supplementary performance, or to reduce the purchase price. In no case, a claim for reimbursement shall be established.

9.2 The user acknowledges that a temporary inaccessibility of the service can occur. This can be due to force majeure, technical events, or faults and caused by IWIMED GmbH or third parties. IWIMED GmbH is entitled to temporarily interrupt the service without constituting a warranty claim.

## **10. Data protection**

In accordance with the Data Protection Act (DSG) and other data protection regulations, the user is hereby informed that the data provided in the context of the contractual relations with IWIMED GmbH, in particular those personal data in the framework of placing and processing of orders, is machine-readable stored, processed and used exclusively for the purpose which the user has indicated, provided that no consent in a different type of use has been granted, as well as for the purpose of billing and remuneration. IWIMED GmbH is entitled to collect the personal data of the user or a prospective customer in the context of placing and processing the order as well as the request of availability, to store and to use, as far as this is necessary, in order to enable the user to use the services of IWIMED GmbH and to carry out billing. At any time the user can review personal data relating to him/her free of charge at IWIMED GmbH. According to the DSG as well as other data protection provisions, IWIMED GmbH commits to use user data which become known to it from the contractual relationship, subject to other consent given, only for the fulfillment of the purposes of contract initiation and contract execution, to maintain data secrecy, and to oblige their employees accordingly, as this is required by law.

## **11. Changes to the Terms of Use**

IWIMED GmbH expressly reserves the right to change these General Terms and Conditions with effect to change for the future at any time without giving reasons. The IWIMED GmbH will notify the user of any changes to the terms of use at least two weeks before taking effect by email through the email address stored by the user in his/her user account. If the contractual relationship between the respective user and IWIMED GmbH is affected by the change, the user has the right to object to the changes within two weeks after receiving the email. If the user does not object within two weeks after receiving the email, the amended terms of use shall be deemed accepted. IWIMED GmbH will notify the user, who is entitled to object, with an email containing the changes and stressing the importance of the two week period deadline.

## **12. Rights**

12.1 The contents made available by IWIMED GmbH - texts, graphics, films, software, websites, other multimedia works, as well as the underlying programming - are protected by immaterial property law, in particular by copyright. Rights holders are IWIMED GmbH or for instance third parties connected with IWIMED GmbH by license agreements. Each of the subsequent granting of rights (paragraph 13) and legal provisions, in particular the copyright restrictions beyond the use of the contents made available here, requires the prior written consent of IWIMED GmbH. This also applies to the commercial use, redistribution, and imitation of the offered services as well as for the use for advertising purposes.

12.2 All brands and trademarks mentioned within this offer and possibly protected by third parties are subject to the full provisions of the applicable trademark law and the ownership rights of the registered owner. A sole mention of brands and trademarks within our internet offer does not imply that the content is not protected by third party rights.

### **13. Rights of use**

13.1 IWIMED GmbH grants the user the necessary rights of use for the contractual use of respective utilized service and of the content contained within, especially texts, images, graphics, and tables. The granting of rights is limited to the duration of the respective usage contract. It is carried out with a non-exclusive effect.

13.2 The contractual use includes loading, displaying, and making contents on the platform visible exclusively for your own personal information. A printing function for the offered texts/guidelines on the online platform is available however, printing is only permitted for personal use. Further duplication of printouts or their transmission to third parties is not permitted.

13.3 IWIMED GmbH explicitly reserves the right to modify, supplement, delete temporary or permanent parts or the entire offer without prior notice.

13.4 The user is not permitted of any use or utilization beyond the scope of section 13.1. and 13.2. Any other use, in particular the rental, hire, or other sale, duplication, distribution, transmission, making public access, transfer, and processing of the underlying software, database, or content is prohibited and requires prior approval of IWIMED GmbH. Otherwise this constitutes an infringement of property rights which will be prosecuted by civil and possibly criminal law.

13.5 In all other respects, the legal limits arising from copyright and other applicable legal requirements apply.

13.6 It is pointed out expressly that the acquisition of rights of use for all services offered on [www.iwimed.at](http://www.iwimed.at) includes the use for **one** user. The making available of contents to other users is not permitted. The user shall be responsible for all actions taken through his user account. In addition, the user is obliged to promptly notify IWIMED GmbH if he/she becomes aware of any unauthorized use of his/her access.

#### **14. Obligation of the User to behave lawfully**

14.1 The user assures that he/she follows the law when utilizing the services of IWIMED GmbH, in particular, will not pursue any unlawful purposes, will not infringe any industrial property rights and copyrights, or other property rights and no personal rights. IWIMED GmbH reserves the right to lock user accounts in the event of violations of these terms of use.

14.2 The user is obligated on demand to exempt IWIMED GmbH from all claims arising from third parties against IWIMED GmbH due to culpable (negligent or intentional) infringements committed by the user.

14.3 The user is not entitled to pass on his access data to third parties. The user is obliged to store his/her password securely out of reach of unauthorized persons.

14.4 Any action with the intent to make the services offered inoperable or complicated access is prohibited. IWIMED GmbH reserves the right to prosecute by civil or criminal law .

#### **15. Limitation of Liability**

15.1 IWIMED GmbH is liable for itself, its agents and employees - for any legal reason - only for intent and gross negligence. Claims of reimbursement against IWIMED GmbH, which result out of slight negligence, only exist in the event of a breach of essential contractual obligations, debtor default or representative impossibility by IWIMED GmbH. Except in case of intent or gross negligence of IWIMED GmbH, its agents or employees the amount of liability is limited to the amount of typically foreseeable damages at the conclusion of the contract. Claims for damages due to impossibility and delay are limited to the amount of the contract value. The above limitations of liability shall not apply to damage from injury to life, body, or health. Also, the limitations of liability are not valid in case of acceptance of explicit guarantees as well as for claims due to lack of guaranteed properties. Liability in accordance with the Product Liability Act remains unaffected by the above limitation of liability .

15.2 IWIMED GmbH develops, reviews, and updates all published contents to the best of their knowledge and belief. However, no guarantee is given for the actuality, accuracy, completeness, or quality of the information provided. The application and transfer of information provided by IWIMED GmbH into medical treatment of patients is the user's responsibility. This applies in particular to the regulation and dosage of medications.

15.3 The content and information made available is academic in nature and are for information purposes only. IWIMED GmbH does not make any diagnoses and expressly does not give advice or recommendations regarding the therapy of specific diseases. The contents and information are not suitable to replace a doctor's visit or a doctor's decision based on clinical expertise. IWIMED GmbH is not liable for information about procedures, applications, application forms, and dosages. Any procedure, application or dosage is at the user's own risk. All technical information made available by IWIMED GmbH is gathered by experts, but they are



not a substitute for personal and professional advice or treatment by trained and recognized professionals.

15.4 Insofar as laws, norms, regulations or similar are cited, IWIMED GmbH does not accept any guarantee for the correctness or topicality of the information. In doubt, use the original sources.

15.5 IWIMED GmbH endeavors to ensure that all relevant sources are available in an appropriate form at the rightful position. The content made available will be created by a team of experts from the University of Witten/Herdecke and published online by IWIMED GmbH. Requests for copyright claims of third-party authors can be sent by mail to IWIMED GmbH, Laufenstr. 22, 5020 Salzburg, Austria or by e-mail to [info@iwimed.at](mailto:info@iwimed.at). Justified claims will be implemented immediately, the relevant author will be named at the appropriate place or the content in question will be deleted.

15.6 In spite of careful reviews, IWIMED GmbH accepts no liability for the contents of possibly linked or embedded external pages. The content and the availability of third-party sites are the sole responsibility of their operators even if they are linked to or embedded in [www.iwimed.at](http://www.iwimed.at) and/or its sub-pages.

## **16. Final provisions**

16.1 The contract's place of fulfillment for entrepreneurs is the registered office of IWIMED GmbH, in Salzburg. If the customer is a merchant, a person under public law, or a special fund under public law, the place of jurisdiction for lawsuits shall be the registered office of IWIMED GmbH, i.e. Salzburg. Insofar as claims from IWIMED GmbH are not prosecuted in the dunning procedure, the place of jurisdiction is determined by the user's residence. If the user has no general place of jurisdiction in Austria, Salzburg is the place of jurisdiction as well. If the residence or location of the user is unknown at the time of the legal action or if after conclusion of the contract the customer moved his/her residence or habitual residence outside the scope of this law, the seat of IWIMED GmbH, i.e. Salzburg, is agreed as the place of jurisdiction.

16.2 All legal relationships under this agreement shall be governed by the laws of the Republic of Austria excluding all international and supranational (contractual) legal systems, in particular, the UN Sales Convention.

16.3 Oral side agreements do not exist.

16.4 Should individual provisions of this contract, including the regulations of the General Terms and Conditions in whole or in part infringe against mandatory law or be void or ineffective for other reasons, the validity of the remaining provisions is unaffected. Any additions or changes to these GTC shall be made in writing.

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