

GENERAL TERMS AND CONDITIONS OF CONTRACT, LICENSE AND USE
of IBF – Automatisierungs- und Sicherheitstechnik GmbH,
IBF Sales & Consulting GmbH as well as
IBF Solutions AG

1. Contractual Scope

- 1.1. The following General Terms and Conditions of Contract, License and Use (hereinafter referred to as “General Terms and Conditions“) shall apply to all goods and services (hereinafter collectively referred to as “Services“), including in particular the Softwaresystem “Safexpert“ saved on a data storage medium or made available as a download in the respective version made available or ordered, as well as all related accessory programs, exemplary data files, software documentations and any other related material (hereinafter collectively referred to as “Software“) of IBF – Automatisierungs- und Sicherheitstechnik GmbH, FN 477543 w of the High Court Innsbruck in its capacity as Commercial Court, Austria, Bahnhofstraße 8, A-6682 Vils, IBF Sales & Consulting GmbH, HRB 738391, of the Local Court Stuttgart as well as IBF Solutions AG, FN CHE-325.938.071, Zürich (all hereinafter collectively and individually referred to as “IBF“) supplied to third parties (hereinafter referred to as “Contractual Partners“). Unless agreed otherwise in writing, IBF enters into contracts with its Contractual Partners concerning the Services solely based on these Terms and Conditions, even if a contract is entered into without specific reference to these Terms and Conditions. It is expressly agreed that these Terms and Conditions shall apply only in relation to Contractual Partners which are deemed entrepreneurs [*Unternehmer*] pursuant to § 1 Austrian Consumer Protection Act [*österreichisches Konsumentenschutzgesetz*].
- 1.2. In no case whatsoever shall the Contractual Partner’s general terms and conditions or comparable terms of any type or form apply, even if the Contractual Partner’s general terms and conditions do not conflict with these present Terms and Conditions or if they are not expressly objected to by IBF, unless they were expressly accepted by IBF in writing. Neither do acts of performance or silence on the part of IBF lead to any form of acceptance of the Contractual Partner’s general terms and conditions. The Contractual Partner’s general terms and conditions shall not be binding for IBF even if IBF fails to object to them upon confirming the order or if the Contractual Partner has made IBF’s full submission to its general terms and conditions an express condition.
- 1.3. Should – for any reason whatsoever – individual provisions of these present Terms and Conditions or of the individual contracts entered into be or become invalid or should a provision have been unintentionally omitted, the remaining provisions shall continue to be valid. In such a case a valid provision or a provision coming closest to the invalid provision from an eco-

conomic viewpoint shall replace the invalid provision or, in the case that a provision has been omitted, a provision coming closest to the omitted provision from an economic viewpoint shall apply.

- 1.4. Side-letters and/or side-agreements to these Terms and Conditions must be in writing in order to be legally binding. This rule shall also apply if the parties to the contract wish to cancel or amend the aforementioned requirement.

2. Conclusion of Contracts

- 2.1. Offers made by IBF shall be non-binding offers. Offers made by IBF to a Contractual Partner which are not made in person (i.e. by post, e-mail, etc.) must be accepted by that Contractual Partner in writing or re-confirmed. Should the Contractual Partner's confirmation not match the declaration made by IBF in the offer, IBF shall have the right to revoke and/or withdraw from the offer. The making available of or the announcement of Services or the similar shall also be deemed a declaration for this purpose.
- 2.2. The Contractual Partner is under the duty to observe all documentation supplied by IBF (e.g. technical specifications etc.). Should the Contractual Partner fail to comply with such specifications, he must expressly point this out to IBF. Should an offer made by IBF contain approximate specifications only, the Contractual Partner shall grant IBF the right to deviate from the services offered to a minor extent; the extent shall be deemed minor if the change is insignificant in relation to the contract value and does not burden the Contractual Partner unreasonably. Amendments to the Software can be made by IBF at any time without giving advance notice.
- 2.3. Offers or declarations of acceptance made on the part of IBF shall only be legally binding if made on IBF's order forms or otherwise in writing and duly signed by the required number of company officers or by authorized representatives of IBF. Information and promises made orally or statements made by IBF in brochures or statements made in commercials in any form whatsoever, images, samples, specifications as to property, performance, use, quality etc. shall also be non-binding, unless expressly declared to be binding by IBF in writing.
- 2.4. Acceptance of an offer made by IBF or performance of the Service agreed upon, in particular the installation of the Service, shall be deemed full submission to these Terms and Conditions by the Contractual Partner. Any general terms and conditions or other provisions otherwise referred to in an offer, order confirmation or other written declaration made by the Contractual Partner or any provision otherwise applicable to the performance of the Services shall automatically become ineffective and/or invalid without the need for an individual express declaration by IBF.

- 2.5. Contracts between IBF and Contractual Partners shall be valid irrespective of any required approvals by the authorities. Unless agreed otherwise in writing, obtaining such approvals is the sole responsibility of the Contractual Partner. Should IBF obtain such approvals upon the instructions of the Contractual Partner, IBF is permitted to request additional reasonable remuneration from the Contractual Partner. Should amendments to the original contract prove necessary in order to obtain the required approval, such amendments shall be deemed agreed upon between the parties.
- 2.6. Demo-Versions supplied by IBF may only be used for test purposes; any other use whatsoever, including for training purposes, is expressly prohibited.

3. Services, Delivery Dates and Partial Deliveries

- 3.1. The place of performance and delivery is at the seat of IBF. This is the case even if a different place is agreed upon for delivery in an individual instance.
- 3.2. Without exception, the transfer of risks for (partial) deliveries made by IBF is passed to the Contractual Partner upon the making available of the respective Service – including the making available as a download.
- 3.3. Delivery dates and delivery periods shall only be binding if the binding character was agreed upon in writing at the time the contract was entered into. A delivery date or delivery period is deemed as having been abided by if the Contractual Partner is notified by IBF that the Service has been made available as a download or – in the absence of such a notification – as soon as the Service has been made available as a download by IBF. The Contractual Partner shall have no right to claim the source code. In order to be in a position to adhere to the delivery dates and/or delivery periods, IBF requires the Contractual Partner's timely and full compliance with all obligations, such as in particular responding to all technical queries to be resolved by the Contractual Partner, complying with the agreed payment terms and any other cooperation obligations.
- 3.4. It is the sole duty of the Contractual Partner to ensure that the minimum requirements in its computer environment and the necessary compatibility exist and that the software is installed.
- 3.5. IBF shall be entitled to claim damages in the case of default in payment and default in acceptance as well as in the case of any other infringement of duties and obligations by the Contractual Partner. Such claims for damages include, in particular, the claim for loss of profits. In such a case the risk of the accidental destruction or deterioration of the Service is transferred to the Contractual Partner on the delivery date originally agreed upon. Any additional

rights and remedies, such as in particular the right to withdraw from the contract and/or the right to claim damages, shall remain unaffected.

- 3.6. Should IBF be in default, IBF shall be liable for the damages incurred by its Contractual Partner only if such default is a result of the infringement of essential contractual obligations or was caused intentionally or by way of gross negligence on the part of IBF. Essential contractual obligations are such obligations which are the basis for the proper fulfillment of the contract and the adherence to which the Contractual Partner may reasonably rely on. The Contractual Partner is permitted to claim damages for non-fulfillment of a contract only if such non-fulfillment is caused intentionally or by way of gross negligence on the part of IBF. This is the case even if the Contractual Partner has set a prior deadline threatening withdrawal from the contract. IBF shall be relieved of its duty to fulfill the contract if IBF is not supplied with services, software or parts thereof necessary to fulfill its own contractual obligation in a timely and proper manner at no fault of its own.
- 3.7. Delays in delivery as a result of force majeure, sovereign measures, natural catastrophes, war, civil unrest, strikes in IBF companies or supplier companies or as a result of other circumstances not caused by IBF shall entitle IBF to deliver the Service within a reasonable period of time after the reason for the delay has ceased to exist.
- 3.8. IBF is entitled to perform partial deliveries and issue partial invoices for such deliveries.
- 3.9. Should the Contractual Partner withdraw from the contract – for whatever legal reason – notwithstanding IBF's right to claim fulfillment of the contract, IBF shall be entitled to claim either a 25% cancellation fee from the Contractual Partner which shall be due within 14 (fourteen) days upon presentation of the invoice, or to claim the actual damages incurred by IBF.

4. Fees and Payment Conditions

- 4.1. For payments due to IBF, the place of fulfillment shall be the company seat of IBF, even if a different place of delivery has been agreed upon.
- 4.2. Should the Contractual Partner be under a duty to refund IBF for costs as a result of statutory or contractual provisions or IBF have other claims against the Contractual Partner, IBF may elect to either retain payments or set off its claims against the Contractual Partner's claims, provided that the reciprocal claims are both in cash and both already due for payment.
- 4.3. All fees specified in IBF's order confirmations are deemed as having been agreed upon and – unless agreed otherwise in writing – are valid ex the place of delivery determined by IBF. Fees do not include costs for insurance, duties, services or any other additional charges. Such costs will be invoiced to the Contractual Partner separately.

- 4.4. IBF's fees are exclusive of statutory sales tax [*gesetzliche Umsatzsteuer*] and are shown in Euro. The statutory sales tax will be added to the fees and displayed on our invoices.
- 4.5. If an order is accepted by IBF without IBF having previously made an offer or if Services are provided which were not expressly included in the order, IBF is entitled to claim the fees set out in its valid pricelist at that time or fees reasonable for such a service.
- 4.6. IBF's invoices are payable upon receipt and strictly net, unless agreed otherwise in writing.
- 4.7. Discounts of any kind granted in an individual instance, including cash discounts, do not result in any form of right to claim discounts in the future.
- 4.8. Payments shall be made by bank transfer to IBF's account as shown on the invoice. Bills of exchange and cheques are only accepted on account of payment [*zahlungshalber*] and all related charges, taxes and other levies shall be borne solely by the Contractual Partner.
- 4.9. The Contractual Partner is not permitted to set off its own claims against claims of IBF.
- 4.10. Should IBF make partial deliveries, only the pro-rata fee pursuant to the partial invoice shall be due for payment.
- 4.11. Should the Contractual Partner fail to make payment when due, all other claims against the Contractual Partner shall automatically become due without the need for IBF to expressly rely on their being due. The same shall apply should the Contractual Partner's financial situation be detrimentally affected or if enforcement measures are taken against the Contractual Partner's assets.
- 4.12. If the Contractual Partner has not paid amounts due to IBF on time, default of payment shall occur automatically and without the need for an express declaration of default by IBF. The default interest shall be 10 (ten) percentage points above the prime lending rate [*Basiszinssatz*], notwithstanding any other rights pertaining to IBF and irrespective of whether the Contractual Partner is at fault for the default of payment; IBF shall however also be entitled to claim damages in excess of the above default interest, if such damages are incurred. In the case of default the Contractual Partner shall be under the duty to reimburse IBF for all collection costs, including the costs of instructing a lawyer or collection company, as well as court fees to the extent they are incurred because this is necessary to adequately assert IBF's legal rights.
- 4.13. Additionally, IBF is permitted to block the Contractual Partner's access to the Safexpert Live Server in the case of default.

5. Warranty

- 5.1. The warranty term is 1 year as of the transfer of risk [*Gefahrenübergang*], unless a longer period of limitation is provided under mandatory law. IBF accepts no further liability for damages or any other form or remuneration whatsoever arising from a warranty case.
- 5.2. IBF does not warrant and shall not be held liable for the achievement of any particular result when using the subject matter of the contract. Neither does IBF accept any form of warranty or liability for the economic or technical usability of the Services. Furthermore, no liability is accepted for the software and its data structure being free of defects and errors or the data content being free from defects and errors or it being up to date. In addition, no warranty or liability shall be accepted by IBF for failure, errors, interruptions or damages caused by improper installation, use, non-compliance with installation requirements, adapted operating system components, interfaces and parameters, contamination with computer viruses, trojans or similar contamination, use of abnormal operating requirements (in particular deviations from the installation requirements) or data storage media.
- 5.3. IBF's liability based on warranty is excluded if the Contractual Partner failed to provide in whole or in part the information required for the provision of the Services or if such information was provided incorrectly, if the Contractual Partner did not comply with the instructions or relevant operating requirements of IBF when using the Services, if the defect was caused by the Contractual Partner or by third parties or if such persons handled or repaired the Services of their own accord. Defects caused by external influences shall not be covered by this warranty, in particular but not limited to cases where the hard- or software used was not suitable. It is the Contractual Partner alone who shall bear the responsibility to ensure such suitability.
- 5.4. The warranty shall only extend to defects which occur during normal use and to the extent that the respective operating requirements have been complied with.
- 5.5. Should disputes regarding the existence or the extent of claims based on warranty arise, IBF shall have the right to have the respective service examined by an expert or a court-sworn expert and the expert opinion thus drawn up shall be legally binding for both parties. If the Contractual Party refuses to allow an examination by the appointed expert, IBF shall be exempted from its liability und the warranty. Should the expert conclude that the warranty claim asserted by the Contractual Partner is nonexistent, the Contractual Partner shall bear the expert's costs for drawing up the opinion.
- 5.6. IBF must be notified of defects or missing services without delay but latest within 10 (ten) working days upon receipt of the Services, in writing, and setting out the defects; failure to notify IBF shall result in the Services being deemed as fully accepted without reservation and without defects. In the case of any other defects which are not identifiable within the above-

stated term despite thorough examination, use of the Services must be ceased immediately and IBF must be notified in writing and without delay, however latest within 5 (five) working days after the defects have been discovered, setting out the type of defect. In the case of apparent defects, the above-stated term shall commence with the start of the warranty period and in the case of hidden defects as soon as the defect has been discovered.

- 5.7. Should IBF have been correctly notified of a defect, IBF shall have the right to extend warranty either by supplying the missing service(s) [*Nachtrag des Fehlenden*] or by repairing the defective service [*Nachbesserung der fehlerhaften Leistung*]; alternatively, IBF may replace the defective service or part of the service [(*teilweiser*) *Ersatz der mangelhaften Leistung*]. Should it be impossible to repair the service or replace the service within a reasonable period of time, the Contractual Partner shall have the right to request a reduction of price. IBF expressly reserves the right to settle the Contractual Partner's claims by providing the Contractual Partner with a credit note for the respective amount. If, in an individual case, a contract is reversed [*Rückabwicklung des Vertrages*], the refund of any fees requires the prior written confirmation that all installed Services components have been uninstalled.
- 5.8. IBF's liability arising from the extended warranty is limited by the value of the contract (net, excluding statutory sales tax [*gesetzliche Umsatzsteuer*]), or, in the case of contracts with more than one item, with the value of the relevant total of the item.
- 5.9. To the extent permissible by law, IBF assumes no additional liability in connection with the warranty set out above.

6. Liability

- 6.1. Furthermore, IBF accepts no liability for damages resulting from actions taken by third parties, by force majeure (eg. atmospheric discharges) or by impact caused by equipment operated by the Contractual Partner. It is expressly agreed that IBF does not offer or provide safety-related advice and therefore does not accept any form of related liability.
- 6.2. Should IBF and its vicarious agents [*Erfüllungsgehilfen*] be held liable for damages, in any event such liability is limited to cases of premeditation or gross negligence. To the extent legally permissible, any and all liability for acts of ordinary negligence shall be excluded; likewise, any and all liability for consequential damages, pecuniary losses, losses of interest as well as damages resulting from third-party claims against the Contractual Partner shall be excluded. In the case of gross negligence, liability for damages – irrespective of their legal basis – shall be limited to three times the contract value (net, excluding statutory sales tax [*Umsatzsteuer*]) or in cases of contracts with more than one item, liability shall be limited to three

- times the value of the respective sum of item which caused the damages or which is directly related to that item.
- 6.3. Furthermore, IBF's liability is limited to damages which were reasonably foreseeable or could have been reasonably foreseeable, based on the circumstances and facts which were known to IBF or which should have been known to IBF, at the time when the contract was entered into.
- 6.4. Any and all further rights and claims of the Contractual Partner against IBF shall—to the extent legally permissible – be excluded, irrespective of their legal basis (e.g. for defects and errors in performance). The same applies to indirect damages caused to objects and/or persons, e.g. to consequential damages, loss of profits, data loss, losses caused by the use of the Services or by the Services being unusable, etc. Claims based on the infringement of secondary contractual duties, in particular on the duty to advise and to inform, shall also be excluded.
- 6.5. Non-compliance by the Contractual Partner with any and all installation, operation and use requirements shall lead to automatic exclusion of all liability.
- 6.6. Should the Contractual Partner have obtained IBF's consent to transfer this contract in an individual case, the Contractual Partner is under a duty to impose the obligations under this present contract upon that purchaser and to inform them on how to use the Services in a professional manner.
- 6.7. It is expressly agreed that the Services and in particular the Software reflect the current legislation valid at the time of the last software update; therefore, any and all liability for any adaptations and/or enhancements are expressly excluded. IBF offers a separate maintenance agreement for software updates, in particular for amendments to legislation; without having entered into such a maintenance agreement, the Contractual Partner is under a duty to inform itself of any available software updates of its own accord and these shall be made available to the Contractual Partner by way of a separate, individual contract. IBF shall have no duty to inform the Contractual Partner of any available updates.

7. Export / Intra-Community Supply

- 7.1. In the case that the Services are imported or exported, the Contractual Partner is obliged to comply with the laws of the relevant country as well as the Austrian and European foreign trade legislation and to obtain any import and/or export licenses, exchange control authorizations or similar authorizations in the necessary form required for exporting or importing the Services. The same applies for Services supplied to countries, to recipients or for purposes of

which the Contractual Partner knows or should have known that they are subject to regulatory control. IBF accepts no liability whatsoever for authorizations which have not been obtained.

8. Withdrawal from a Contract

- 8.1. Both parties may withdraw in part or in whole from a contract entered into if there is a delay in delivery in excess of 3 (three) months beyond the agreed delivery date and it is expressly agreed that the Contractual Partner shall have no further rights arising from the withdrawal from a contract. In such a case, the Contractual Partner must confirm in writing that all installed software components have been uninstalled.

9. Termination

- 9.1. Notwithstanding any other rights, IBF is entitled to terminate an individual contract without giving notice or adhering to any deadlines should the Contractual Partner breach material provisions of an individual contract or these Terms and Conditions.
- 9.2. In the case that the contractual relationship is terminated, IBF is authorized to block all access rights to the Safexpert Live Server without warning.
- 9.3. The Contractual Partner is under a duty to uninstall the software on the server as well as on all computers without delay in the case that the contract is terminated.
- 9.4. Termination pursuant to Clause 9.1. does not result in a claim for reimbursement of payments made.

10. Duplication and Transfer of Rights

- 10.1. The rights for installation, duplication and for use of the software or other acquired additional products within the Safexpert Solutionstore are regulated in the Safexpert License Agreement or in special Terms of Use by the manufacturer of the particular additional products.
- 10.2. IBF is entitled to transfer its rights in whole or in part to third parties.
- 10.3. The transfer of rights to the Services and in particular to the software by the Contractual Partner requires the consent of IBF and the entering into of a cooperation agreement.
- 10.4. Insofar as the transfer of rights to the Services and in particular to the software is permissible in an individual case, the Contractual Partner shall be obliged to transfer the obligations under the contract and these Terms and Conditions to that third party in their entirety. In the case of such a transfer of rights, upon request and payment of a service fee of presently € 70, a new license code shall be supplied by IBF. By registering itself with the new license code,

the third party, unto which the rights are being transferred, submits fully to the provisions of the contract and to these Terms and Conditions.

- 10.5. Transfer to the third party results in automatic loss of all the Contractual Partner's rights to the Services and the software.
- 10.6. An interim transfer of rights to the Services and in particular to the software, thus in particular the distribution, rental, leasing, etc., is not permitted.

11. Contractual Partner's Further Obligations

- 11.1. The Contractual Partner is not permitted to reverse compile or reverse assemble the Services or in particular the software (reverse engineering).
- 11.2. The Contractual Partner is obliged to ensure itself that the software has been correctly installed before using it; furthermore the Contractual Partner is under the duty to ensure itself that the software can be used for the purpose required.
- 11.3. The Contractual Partner is obliged to continuously inform its employees and customers of all information and instructions supplied by IBF as well as all legal provisions and official orders made by authorities. The Contractual Partner shall store all relevant records, documents and supporting statements for a period of at least 10 (ten) years beginning with the Services being placed on the market or transferred and shall provide these to IBF upon request.

12. Copyright

- 12.1. The Services and in particular the software are protected by copyright and by international copyright legislation. Furthermore copyright agreements with suppliers of IBF regarding intellectual property exist. It is expressly agreed that one license shall be granted in connection with the software, pursuant to the respective individual contract and these Terms and Conditions. All rights to the Services and in particular to the software shall therefore remain with IBF or its suppliers.
- 12.2. The Contractual Partner is not permitted to remove or alter copyright marks, the license code or any other features serving the purpose of displaying copyright ownership.

13. Confidentiality Clause, Data Protection and Data Processing

- 13.1. Confidential Information supplied by IBF shall be treated by the Contractual Partner with utmost care and secrecy and may not be made available to third parties. Taking into consideration the obligation to secrecy, such information must be stored until it is returned and may be

used as intended and for the designated purpose only. The confidentiality clause must also be effectively transferred by the Contractual Partner to the respective employees and other vicarious agents [*Erfüllungsgehilfen*] as well as other third parties involved in the realization of the subject of this contract in any way or form. The confidentiality clause is valid for an unlimited period of time and its validity therefore extends to the time after termination of the contractual relationship. Upon IBF's request, the Contractual Partner must return without delay all documents and any written materials containing confidential information, including copies held by the Contractual Partner, irrespective of whether these were made by the Contractual Partner, by IBF or by third parties.

- 13.2. IBF processes all personal data belonging to the contractual relationship related to the Contractual Partner (Name, address, e-mail address, telephone number, fax number, VAT number, company registration number, bank details etc.) pursuant to data protection legislations (GDPR, Austrian Data protection law). This data is required for the business processing and is processed according to article 6 paragraph 1 lit. b GDPR. It is going to be deleted 10 years after the end of the business relationship as far as it is not processed further on due to reasons of clause 13.3.
- 13.3. According to paragraph 107 section 3 of the telecommunication law (TKG) and according to article 6 paragraph 1 lit. f GDPR the abovementioned personal data is used for sending product information and invitations to IBF events via post and e-mail – this is processed amongst others through processors (e.g. printing companies, advertising companies). The processing takes place subject to the regulations of the GDPR. The contractual partner may withdraw consent at any time by sending an e-mail to office@ibf.at.
- 13.4. As far as required for the contract processing with the contractual partner the data is disclosed to third parties (e.g. sub-suppliers like the Austrian Standards Institute, processors). Furthermore the data is disclosed in the extent required to external service providers (e.g. tax consultant) e.g. to fulfill fiscal obligations.
- 13.5. Additional information regarding data protection is available at www.ibf.at/en/dataprotection
- 13.6. The Contractual Partner has the right to request from the controller: information about the personal data related to him, rectification or erasure of personal data as well as limitation or restriction of processing concerning the data subject or to object to processing as well as the right to data portability. The Contractual Partner may exercise this right by sending an e-mail to office@ibf.at. Finally the Contractual Partner has the right of complaint at the Austrian Data Protection Authority (Hohenstaufengasse 3, 1010 Vienna, dsb@dsb.gv.at, www.dsb.gv.at).

- 13.7. The Contractual Partner is under an obligation to notify IBF of changes to its physical address or business address as long as the transaction agreed on between the parties has not been completely fulfilled by both parties. Should the Contractual Party fail to notify IBF of such a change, declarations made by IBF shall be deemed as having been received by the Contractual Partner if they are sent to the Contractual Partner's address of which IBF was last notified.

14. Safexpert Live Server

- 14.1. The Safeexpert Live Server is a database which contains regulation, legal provisions and other data required by Safexpert and is operated by IBF.
- 14.2. IBF assumes no liability for the data on the Safexpert Live Server being complete and/or up-to-date. The data on the Safexpert Live Server have partly been provided to IBF by third parties; therefore, IBF has the right not to update data or to reduce the scope of data on the Safexpert Live Server; it is therefore at IBF's sole discretion to cease offering these Services without warning and without grounds in whole or in part or to amend or add to such Services.
- 14.3. Should the Contractual Partner be authorized to use the Safexpert Live Server as a result of having concluded a respective contract, the Contractual Partner shall solely be responsible for the installation and the updating of the company data and favorites. Should the scope be reduced pursuant to Clause 14.2., any payments already invoiced or made shall be credited pro-rata; any damages claims – on whatever legal grounds – are therefore excluded to the fullest extent possible.
- 14.4. The Contractual partner does not have the right to permanent accessibility of the Safexpert Live Servers and it is at IBF's sole discretion to turn off the Safexpert Live Server at any time for a certain period of time or permanently and to change, delete or expand the content saved. The Contractual Partner is under the duty to obtain the required internet browser software on its own accord. The Contractual Partner alone shall bear the provider- and telecommunication costs incurred for down- and uploading procedures.
- 14.5. Cyber attacks of any form whatsoever against the Safexpert Live Server or any and all related data belonging to IBF are strictly forbidden.
- 14.6. Any form of cyber attack will result in the immediate termination of the contractual relationship and will be pursued without exception under civil law and criminal law.

15. Applicable Law and Venue

- 15.1. Austrian substantive law – excluding Austrian International Private Law and the UN Convention on Contracts for the International Sale of Goods (UNCITRAL) – shall apply to all claims arising from the validity or invalidity of contracts entered into between IBF and its respective Contractual Partner.
- 15.2. The competent court for such matters at IBF's seat shall have exclusive jurisdiction over all legal disputes arising from contracts entered into or to be entered on the basis of these present Terms and Conditions between IBF and its respective Contractual Partner. However IBF also has the right to bring a claim against the Contractual Partner before any other court in a national or foreign jurisdiction, to the extent legally permissible.
- 15.3. The parties may agree in writing on the jurisdiction of an arbitral tribunal.