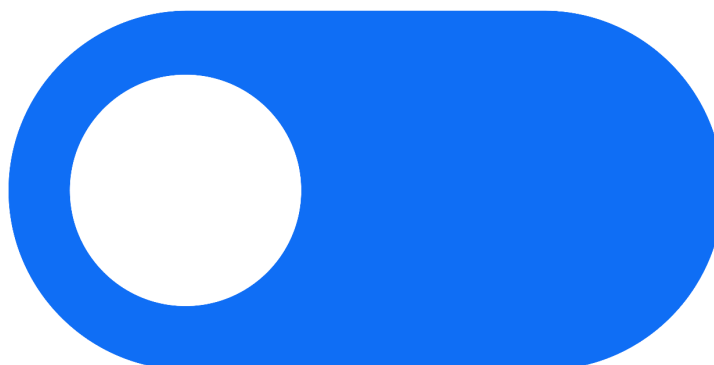


Terms of Service



General Terms of Use for Accessibility Services

GENERAL CONDITIONS

These Terms of Use (hereinafter referred to as "Terms of Use" or "General Terms and Conditions" or "GTC") govern the relationship between AccessiWay GmbH, VAT No.: ATU 78124539, FN: 578579b, with its registered office at Praterstraße 1/34, 1020 Vienna (hereinafter referred to as "AccessiWay"), and the customer.

Customers who make use of the Services (as described below) confirm that they have read this document and accept these Terms of Use, including the Privacy Policy (<https://www.accessiway.at/privacy-security>).

All communications under the agreement must be made in writing via email.

The agreement is concluded for the benefit of the parties and is binding upon the parties themselves and their general and particular legal successors.

The agreement constitutes the full documentation of all agreements and arrangements between the parties concerning the subject matter of the agreement and is the sole source of rights and obligations between them, replacing all prior verbal, written, or implied agreements.

Any tolerance of one party towards behaviors of the other party that violate the provisions of this agreement does not constitute a waiver of the rights arising from the violated provisions, nor the right to demand the exact fulfillment of all the terms and conditions provided therein.

The rights and remedies listed herein are not exclusive and are in addition to other rights and remedies available under applicable law.

The headings of the individual clauses are solely for ease of reading and shall not be taken into account in interpreting the agreement.

If any provision of the agreement is found to be invalid or unenforceable by a court or other competent authority, that provision shall be deemed deleted from the agreement, and the remaining provisions shall remain valid and enforceable in full.

The Company reserves the right to update and/or amend these Terms of Use, including the

Privacy Policy. Customers will be notified of the change via email and on the website www.accessiway.at. The change becomes effective if the customer does not object within 14 days.

DEFINITIONS

For the purposes of these Terms of Use, the following terms, unless explicitly stated otherwise, have the following meanings:

1. **"Company"** refers to AccessiWay GmbH.
2. **"Customer"** refers to anyone purchasing a service and/or license.
3. **"accessWidget Software"** plug-in software to enhance the accessibility of the website for which the Customer has purchased the usage license (also referred to as the **"Customer's Website"**), offered under the AccessiWay brand.
4. **"Accessibility Services"** refers to all other services offered by the Company to assist Customers in complying with legal accessibility requirements.
5. **"Order Form"** refers to the document containing a description of the license plan and/or Accessibility Services purchased by the Customer.
6. **"Fee"** refers to the cost of the services requested by the Customer in the Order Form.
7. **"Standard"** refers to the reference criteria of WCAG 2.1 Level AA.
8. **"Website"** refers to the AccessiWay website, accessible at <https://www.accessiway.at/>.
9. **"User"** refers to users visiting the Customer's website.
10. **"Consumer"** as defined in Article 3, Section 22 of Directive EU 2019/882 of 17.4.2019 concerning accessibility requirements for products and services.
11. **"Activation Costs"** refer to the costs for activating the License, depending on the number of Licenses purchased.

LIMITATION OF LIABILITY

1. All of the following limitations of liability of the Company, as well as clauses that limit compensation or are legally equivalent to a limitation of liability, are valid and enforceable unless mandatory legal provisions provide otherwise, such as in cases of intent or gross negligence, even if not explicitly stated. As a general principle, the parties agree to exclude liability for minor negligence.

2. Notwithstanding the foregoing, the Customer shall indemnify the Company for all amounts the Company incurs or is obligated to incur due to the liability of the Customer, including, but not limited to, legal fees, commissions, and other costs.
3. The Customer acknowledges that AccessiWay, in providing software and accessibility services, may use materials licensed under open-source or other free licenses (including, but not limited to: WordPress, OpenCart, Wave, etc.). The Customer therefore acknowledges that AccessiWay assumes no responsibility for such materials, including but not limited to the absence of mentioned functionalities, any defects of any kind, and any direct or indirect damages incurred. The materials used are provided "as is" (in the condition in which they are found at the time of use), without any warranties (whether implied or explicit) and without guarantees that they are free of (apparent or hidden) defects or that they do not infringe on third-party rights. The customer agrees to accept and comply with the terms of the aforementioned OSS licenses.
4. AccessiWay shall not be held responsible for any direct or indirect damages, consequential damages, incidental damages, special damages, punitive damages, or losses of any kind (including but not limited to loss of profits, contracts, or data) that the Customer or the Customer's Users may incur, arising from, but not limited to:
 - a. Any action, information, advice, or other behavior of the Customer or the Users toward third parties;
 - b. Intentional or negligent conduct or behavior by the Customer or a User that violates legal or disciplinary standards;
 - c. Actions or behavior by third parties, including cyberattacks, unauthorized physical intrusions, or force majeure events;
 - d. Network and/or server failures caused by force majeure events or unlawful actions by third parties;
 - e. Malfunctions and/or failures of hardware, products, equipment, facilities, and/or systems of any kind located at the Customer's or User's premises that are necessary and/or useful for the operation of one or more components of the Services;
 - f. Malfunctions and/or unavailability and/or complete or partial reconfiguration of services provided by third parties;
 - g. Malfunctions, misuse, or non-use of document templates and/or pre-compilation tools and/or other auxiliary functions provided through the consultation platform;
 - h. Any form of unauthorized access to and/or unauthorized use of the

consultation service;

- i. Suspension and/or interruption of the internet connection service by the service provider.

DURATION OF THE CONTRACTUAL RELATIONSHIP AND LICENSES, AND RENEWAL

1. The duration of the contract (referred to as the “Term” in the Order Form) begins on the date the Order Form is signed and corresponds to the period specified in the Order Form.
2. Unless otherwise stated, the Term of the contract (referred to as the “Term” in the Order Form) begins on the license activation date, or no later than 30 days after the signing of the Order Form, and is automatically renewed for the same “Period” unless terminated at least 60 days prior to the end of the contractual year. Termination must be communicated via a written notice sent to vienna@accessiway.com.
3. If not otherwise specified in the Order Form, the “Period” is one (1) contractual year.

AUTHORIZATION TO USE THE BRAND

The use of the Client’s trademark and logo by AccessiWay as well as by the companies of the team.blue N.V. group as a commercial reference and for promotional purposes through the communication channels of AccessiWay and the companies of the team.blue N.V. group shall only be permitted with the Client’s prior express written consent, which must be granted separately from the acceptance of these General Terms and Conditions.

ASSIGNMENT OF RIGHTS

The Customer may not transfer or assign any rights or obligations arising from this agreement to third parties without the prior written consent of AccessiWay. However, AccessiWay reserves the right to transfer or assign its rights and obligations under this agreement to third parties, provided that the Customer’s rights under this agreement are not materially affected.

CONFIDENTIALITY AND PROMOTION

1. Each party is obligated to maintain the confidentiality of all confidential and private information received during the business relationship. Such information must be protected with security measures and a level of care no less stringent than those applied to their own confidential information, ensuring adequate protection against dissemination, duplication, or unauthorized use.
2. Both parties are strictly prohibited from disclosing and/or disseminating confidential and private information of the other party. They commit to maintaining the highest level of confidentiality and security in handling data, information, documents, procedures, and/or any other confidential and/or private information that is related

to, or even indirectly connected with, the activities of the other party.

APPLICABLE LAW AND EXCLUSIVE JURISDICTION

1. These General Terms of Use and the contractual relationship based thereon are exclusively subject to substantive law of Austria.
2. All disputes arising from or in connection with the contractual relationship shall fall under the exclusive jurisdiction of the court with subject-matter competence for 1020 Vienna, Austria.