

## GENERAL TERMS OF USE FOR THE USE OF THE CULTURAL PLACES APP

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Service provider of the Smartphone application "Cultural Places" ("App") is OROUNDO Mobile GmbH ("Service provider" or "we"), Gölsdorfsgasse 4/5, 1010 Vienna, FN 421971x, E-Mail: [office@oroundo.com](mailto:office@oroundo.com).

### SCOPE OF APPLICATION

- 1.1 Use of the app is permitted solely on the basis of these terms and conditions. To use the app, you must download it from "Google Play Store" or the "Apple App Store" and accept the terms of use.
- 1.2 By opening an account to use the app ("Registration"), you ("User") and the Service provider agree to be bound by these terms of use as amended from time to time.

### FUNCTIONS OF THE APP

- 2.1 The app allows users to discover cultural places, events and activities in a completely new way. The app is a platform that enables an innovative and interactive visitor experience, including on-site cultural support using location-based, intelligent recommendations. The user can save the agenda of his cultural trip and much more.
- 2.2 The app provides the user with the following functions:
  - 2.2.1 On-location assistance: Display of information about a specific location, building or other object based on the user's current location, including intelligent recommendations.
  - 2.2.2 Cultural trip planner: Management of cultural trips and the associated agenda, including the ability to store media and maps offline.
  - 2.2.3 Connect and meet: Allows you to network and communicate with other users with the same cultural interests.
  - 2.2.4 Virtual museum: Enables you to discover art treasures that are often kept hidden from the public.
  - 2.2.5 Cultural wallet: Payment of guides and support of crowd funding projects to support cultural organisations.

### REGISTRATION

- 3.1 You must register using your user name and password the first time you access the app in order to use the app.
- 3.2 The user confirms that the data used during registration is correct and that he is at least 14 years old. The anonymous use or the use of pseudonyms is not permitted.
- 3.3 The user confirms that he is not using the app commercially and is therefore a consumer.
- 3.4 Each user may only register once in the app. By registering, the user confirms that he has not already registered with the app or has deleted any older account.

- 3.5 If the user has a Facebook account, he can use it to log in to the app. Please note that the use of Facebook is subject to the data protection and terms of use of Facebook. The service provider accepts no liability for the correctness and completeness of the data provided in this way.

#### **OBLIGATIONS OF THE USER**

- 4.1 The user is not entitled to use the app or other services of the service provider commercially, to sell access to third parties, to charge user fees or to use the app in any other way that contradicts these terms of use.
- 4.2 The user shall be liable
- 4.2.1 to provide correct information during registration or not to register another person in the app without permission;
  - 4.2.2 to keep his data always up to date and correct;
  - 4.2.3 not to pass on his login data (user name or password), not to let other persons access his account and to protect his account from unauthorised use;
  - 4.2.4 not to transfer his account to another person;
  - 4.2.5 not to obtain login information from other users or to access an account owned by another user;
  - 4.2.6 not to create a new account after his account has been blocked;
  - 4.2.7 to save the data (messages etc.) entered in the app;
  - 4.2.8 not to store, publish, transmit and distribute racist, insulting, discriminatory, defamatory, sexual, violence-glorifying or otherwise illegal content and not to tyrannize, intimidate or harass other users;
  - 4.2.9 not to upload malicious code and not to interfere with the app, especially hacking attempts, brute force attacks, denial of service attacks, planting in viruses/ worms/ Trojans;
  - 4.2.10 not to post advertising or unsolicited messages (spam) in the app or send them to other users;
  - 4.2.11 not to collect content or information from users through automated mechanisms (such as bots, robots, spiders or scrapers) and not to access the app in any other automated way;
  - 4.2.12 not to copy, distribute, publish or change contents and data accessible within the scope of the app without the express consent of the respective rights owner;
  - 4.2.13 not to operate any unlawful structural distribution, e.g. snowball systems, with the help of the app or to request participation in competitions, snowball systems, chain letters, pyramid schemes or similar actions;
  - 4.2.14 not to spread inaccurate warnings of viruses, app malfunctions etc.;
  - 4.2.15 not to infringe any trade mark rights, copyrights, personal rights, property rights or other rights of third parties;

- 4.2.16 not to enter, store or send hyperlinks or contents to which the user is not authorized, especially if these hyperlinks or contents are illegal;
- 4.2.17 not to support or promote violations of these terms of use and to immediately report any violations discovered to the service provider;
- 4.3 In order to ensure the proper functioning of the app, the service provider reserves the right to (i) issue warnings, (ii) delete the user's content, (iii) temporarily block the user or (iv) terminate the contractual relationship and permanently exclude the user from the services (permanent block) if the user violates these terms of use. The choice of sanction depends on the intention, severity or manner of the offence of the user.

## **RIGHTS OF USE**

- 5.1 The app and all content published in the app (texts, images, audios, videos, brands, graphics, logos, photographs, music, layouts) are the intellectual property of the service provider and are protected by copyright, trademark rights or other proprietary rights in favour of the service provider or third parties who have granted the service provider corresponding rights of use.
- 5.2 The provider grants the user the non-exclusive, spatially unlimited, non-transferable right to use the app and the content published by the service provider for the duration of the contractual relationship. This right of use includes exclusively the private use of the app according to these terms of use and the private use of the content within the framework and for the functions of the app. The user is not permitted to edit, reproduce, distribute, publish, translate, rent or transfer the right of use of the app or the content to third parties. The content may only be used in the app. Commercial use of the app or content is prohibited.
- 5.3 Notwithstanding other provisions of these terms of use, information, brand names and other contents of the app may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way.
- 5.4 Apart from the rights of use or other rights expressly granted herein, no further rights of any kind shall be granted to the user, in particular to the company name and to industrial property rights, such as patents, utility models or trademarks, nor does the service provider have a corresponding obligation to grant such rights to the user.

## **CONTENT**

- 6.1 The app may contain hyperlinks to third-party contents (websites etc.). The service provider assumes no responsibility for the content of these websites, since the service provider does not control the linked information and does not create the content and information provided there. The use of this content is at the user's own risk.
- 6.2 The service provider shall immediately remove the concerned hyperlinks as soon as he has gained knowledge or awareness of any illegal activity or information.

## **WARRANTY AND LIABILITY**

- 7.1 The use of the app is free of charge. The service provider therefore provides no guarantee for the functioning of the app or the correctness of the content available free of charge in the app.
- 7.2 However, the above mentioned point 7.1 does not apply if the user acquires paid content or services within the scope of the app, unless he is an entrepreneur, then the warranty is excluded.

- 7.3 The service provider is not responsible for the functioning of the user's Internet connection or Smartphone. He therefore provides no warranty for hardware and software outside his scope of responsibility.
- 7.4 The service provider is not liable for material damage resulting from errors in the app or the provided content in the case of slight negligence. The service provider's liability for personal injury remains unaffected by this.

## **AUDIO-GUIDES**

- 8.1 Audio-Guides refer to digital content that can be downloaded and played back via the app, either for a fee or free of charge, in order to obtain information about a work of art, a tourist attraction, etc. Information on the content and costs of the respective Audio-Guide can be found in the app.
- 8.2 Point 5 of these terms of use regarding the granting of rights of use also expressly applies to Audio-Guides.
- 8.3 Audio-Guides shall be offered in the app for various objects. The Audio-Guides can be provided free of charge or for fee. Payment for Audio-Guides for a fee shall be made depending on the operating system of your Smartphone via Google Play Store or Apple App Store. Please note that the respective conditions of the Google Play Store or Apple App Store apply.
- 8.4 The contract for the use of the respective Audio-Guide between the service provider and the user is concluded only after we have received confirmation of payment from Google or Apple. We are not obliged to make the Audio-Guide available to you before payment has been made.
- 8.5 By calling up and downloading the respective Audio-Guide in the app and expressly confirming that we should make the Audio-Guide available before expiry of the statutory withdrawal period intended for consumers, the respective Audio-Guide can be used in the app immediately after your confirmation. Please note that your right of withdrawal expires when you press the activation button for downloading the respective Audio-Guide.

## **CONTRACT TERM AND TERMINATION**

- 9.1 The contract is concluded for an indefinite period.
- 9.2 The user can cancel the contract at any time by sending the service provider an e-mail with the cancellation or by deleting his underlying profile in the app (under "Settings" in the app).
- 9.3 The service provider can terminate the contract at any time with a notice period of fourteen days at the last day of the month.
- 9.4 After termination of the contract, all data linked to the user's account shall be deleted by the service provider.
- 9.5 The right of the service provider to terminate the contract with immediate effect for good cause remains unaffected by this. The service provider shall be entitled to terminate the contract for good cause if the user violates these terms of use.

## **AMENDMENTS**

- 10.1 Amendments to these terms of use shall be offered to the user by the service provider no later than two months before the proposed date of their entry into force with reference to the provisions concerned. The user's consent shall be deemed granted if the service provider does not receive a

written objection from the user by e-mail or post before the proposed date of entry into force. The service provider shall point this out to the user in the amendment offer.

- 10.2 Without prejudice to the foregoing, the right of the user to terminate the contract at any time shall remain unaffected (see point 9.2).

### **PRIVACY POLICY**

- 11.1 Information about the data processed by the service provider can be found in the privacy policy.

### **NOTIFICATIONS**

- 12.1 The service provider can send legally effective notifications to the user to the last disclosed e-mail address. The user is obliged to inform the service provider immediately of any amendments to his e-mail address (specified at the time of registration).
- 12.2 The user can send legally effective notifications to the service provider by e-mail or by post to the address or e-mail address indicated at the beginning.

### **OTHER PROVISIONS**

- 13.1 Amendments or additions to these terms of use must be made in writing. There are no verbal side agreements.
- 13.2 If individual provisions of these terms of use become invalid, the remaining provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the respective statutory provisions.
- 13.3 These terms of use are exclusively subject to Austrian law, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods. This shall not affect mandatory consumer protection rules of the user's country of origin, provided that he is a consumer.
- 13.4 The place of performance for the services of the service provider is the registered office of the service provider mentioned at the beginning of these terms of use.
- 13.5 The exclusive place of jurisdiction for all disputes arising from or in connection with these terms of use is the competent court for 1010 Vienna, Austria. This jurisdiction agreement does not apply to users who are consumers.