

## **General terms and conditions**

### **1. Validity**

These general terms and conditions (GTC) regulate the contractual relationship between SOBOS GmbH, FN 457672y, Regau 14, 4550 Kremsmünster, Austria (henceforth “SOBOS”) and the client (“Customer”). SOBOS provides services exclusively based on these General Terms and Conditions and any special conditions that may exist for the respective service, which in this case are considered part of these General Terms and Conditions. These also apply to all future business relationships, even if no express reference is made to them. Differing or contradictory conditions will only be binding for SOBOS if SOBOS has agreed to them in writing in advance. This also applies to the customer's general terms and conditions.

### **2. Subject of the contract**

The subject of the contract is the delivery of data, in particular the delivery of water levels (water level or flow rate) of bodies of water. It is also possible to set up a notification function for the customer (after a separate express agreement), which informs the customer when a level value set by the customer is reached. For stations in an area defined by the customer, it is also possible to receive a notification when a proposed limit level is reached. SOBOS is not obliged to provide current water levels at all times.

### **3. Service provision**

SOBOS will process accepted orders as quickly as possible. However, SOBOS is only obliged to process from the point at which all required payments have been made and all technical and contractual details have been clarified. The customer is obliged, at his own expense, to provide SOBOS with all information and content necessary to fulfill the order. He will inform SOBOS about all processes that are important for the execution of the order, even if these circumstances only become known during the execution of the order. The customer bears the expense resulting from work having to be repeated or modified or delayed by SOBOS as a result of incorrect, incomplete or subsequently changed information provided by SOBOS. SOBOS is entitled, at its own discretion, to carry out services itself or to entrust third parties with the execution on behalf of the customer. Unless otherwise agreed, communication takes place exclusively in German. The creation of documentation must be agreed upon separately upon request and will be charged separately.

### **3. Prices**

Unless otherwise stated, SOBOS prices are net prices exclusive of statutory sales tax and any expenses (travel costs, transport costs, material costs, etc.). Prices are given in Euros. SOBOS is entitled to demand advance payment.

### **4. License**

All content provided by SOBOS is protected by copyright. All rights belong to SOBOS. Any use of information or data (e.g., water levels, data, texts, images, etc.) requires the prior consent of SOBOS. By concluding a contract and subject to payment, the customer only receives a simple license for use. All further rights remain with SOBOS.

### **5. Express reference to alternative data verification**

The customer is expressly informed that the information provided by SOBOS can only be one of several tools for evaluating, checking and/or receiving notifications of data/water levels. In order to prevent violations of the legal interests of the customer or third parties, for example due to flooding, the customer may not rely exclusively on the information provided by SOBOS, but is obliged to ensure that he also obtains water levels himself - through official information or on site - checked or had checked by third parties or protected against flood events in some other way (e.g. through barriers, sandbags, moving valuable goods to safe locations, etc.) or economically (e.g. insurance).

### **6. Withdrawal from the contract**

SOBOS is entitled to withdraw from the concluded contract at any time. This is particularly the case if the customer does not meet his information, cooperation, or payment obligations in full or on time. The same applies if there are reasonable doubts about the customer's solvency or creditworthiness and the customer does not provide an advance account or any other security payment accepted by SOBOS.

### **7. Termination / contract duration**

The contract is concluded for an indefinite period and can be terminated by both contractual partners with four weeks' notice to the end of the year.

### **8. Data origin / liability**

8.1. SOBOS obtains the data it contains (especially water levels and weather) automatically from third-party providers (public institutions, companies, clubs, private individuals). The data provided is measured by the third party providers. The list of data providers is available at [www.pegelalarm.at](http://www.pegelalarm.at). This is raw data that is unchecked and cannot be verified using economically justifiable means.

8.2. Errors (individual errors or system failure) cannot be completely ruled out. SOBOS therefore provides no guarantee for the accuracy of the information provided. In addition, SOBOS provides no guarantee and is not liable for the correspondence of the data (the displayed water level) with reality.

8.3. SOBOS therefore excludes all liability (for damages, warranty, and any other legal basis) for direct, specific or consequential damages, or other damages of any kind, for whatever reason, in connection with the indirect or direct use of the information provided on the platform.

8.4. Furthermore, SOBOS assumes no liability for the content, products or services of the websites connected to hyperlinks. The provider of the page to which reference was made is solely liable for damages resulting from the use or non-use of other providers' websites. SOBOS provides all information without any guarantee. This applies in particular to the exclusion of guarantees that software and information can be executed under any software or hardware configuration, that they are current, secure or error-free, that they meet your requirements or are permanently available.

8.5. If there are liability claims (from warranty and/or compensation) contrary to these General Terms and Conditions due to mandatory regulations, the deadline for asserting them is 6 months. The reversal of the burden of proof according to § 924 ABGB to the detriment of SOBOS is excluded. The customer must provide proof of the existence of the defect at the time of handover, the time at which the defect was discovered and the timeliness of the complaint. In the event of a justified complaint about defects, SOBOS will correct the defects within a reasonable period of time. The customer must provide SOBOS with the necessary support. SOBOS is entitled to refuse the improvement if this is impossible or involves disproportionate effort. SOBOS's liability is limited to intent and gross negligence and to the amount of the order value, excluding expenses and sales tax. The customer must prove the existence of intent or gross negligence.

8.6. When using the information, the customer must comply with all legal regulations in their current version, in particular the Data Protection Act and the Telecommunications Act, and hold SOBOS harmless in this regard.

## **9. Place of performance**

The place of performance for the services offered is 1010 Vienna, although SOBOS is not obliged to provide current water levels at all times.

## **10. Applicable Law and Place of Jurisdiction**

The legal relationship between the customer and SOBOS is exclusively governed by Austrian substantive law, excluding international reference standards and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes that arise directly between the customer and SOBOS is the court with material jurisdiction for the 1st district of Vienna.

## **11. Information about innovations/offers/advertising**

The customer agrees that SOBOS may transfer all disclosed personal data to the customer database and that SOBOS will inform the customer about innovations and/or other offers. This consent may be revoked at any time.

## **12. Final provisions**

Subsidiary agreements, reservations, changes or additions to these general terms and conditions must be in writing to be valid; This also applies to waiving the written form requirement. Should individual provisions of these General Terms and Conditions be or become invalid or contain a gap, this will not affect the validity of the remaining provisions. The ineffective or incomplete provision must be replaced by an effective one that comes closest to the economic purpose pursued by the parties to the contract.