



## General Terms and Conditions "safeREACH"

The safeREACH GmbH, Getreidemarkt 11/10, A-1060 Vienna (hereinafter referred to as safeREACH), enables its customers to send notifications to third parties, especially employees or members of the customer, via the internet-based service "safeREACH" through various communication channels, including push services, SMS, phone calls and emails. All services provided by safeREACH for the "safeREACH" service are based on the following General Terms and Conditions (hereinafter referred to as **GTC**), unless safeREACH and the customer agree otherwise for a specific case based on an offer and its acceptance (hereinafter referred to as **Individual Order**).

The offer from safeREACH is not available to consumers within the meaning of the KSchG.

### 1. Scope, Definitions, and Contact

1.1 These General Terms and Conditions (GTC) apply to all contracts that the customer concludes with safeREACH. General business or purchasing conditions of the customer apply to safeREACH only if safeREACH has expressly agreed to them in writing. These GTC apply exclusively even if safeREACH executes the services with knowledge of conflicting general business or purchasing conditions of the customer without reservation.

1.2 safeREACH may change these GTC due to changes in legal provisions, case law, market conditions, or the introduction or modification of services. The changed GTC will be brought to the customer's attention together with the notification of the change. If the customer is exclusively better off due to the change, the relevant provisions will apply from the announcement of the change.

In case of a change of essential contractual terms, these terms are deemed accepted upon renewed use of the services affected by the changes, provided the customer does not terminate the contract within a period of four weeks from the announcement of the change. safeREACH will inform the customer separately about the right to terminate and the applicable deadline upon announcing a change.

1.3 Contact with safeREACH can be made by mail to the address Getreidemarkt 11/10, 1060 Vienna, by email ([office@safereach.com](mailto:office@safereach.com)), or by phone (+43 1 375 75 75 70).

1.4 "Services" refer to the services which are offered to the customer via the web access "safereach.com" and "safereach.at" (hereinafter: Website), including the associated smartphone apps "safeREACH" and "safeREACH Geo", which safeREACH delivers to the

customer within the scope of the availability of the safeREACH service regulated in Section 6 of these GTC.

1.5 "safeREACH System" refers to the message and data transmission system accessible via the web access "safereach.com" and "safereach.at", stored on servers of safeREACH or third parties commissioned by safeREACH, which is available directly to safeREACH without the involvement of third parties.

1.6 "safeREACH App" refers to the mobile application "safeREACH" and "safeREACH Geo" created by safeREACH, which enables sending and receiving of notifications on smartphones via the safeREACH system.

## **2. Contract Formation**

2.1 All performance-related offers from safeREACH are non-binding and serve as an invitation to the customer to submit a binding contract offer unless the offers from safeREACH expressly provide otherwise. safeREACH is entitled to accept customer performance-related offers within two weeks of receipt. safeREACH is not obligated to accept the offer.

2.2 The contractual relationship is established through an offer from the customer using the registration form and the acceptance by safeREACH by activating an account and transmitting the access data, consisting of the customer number, username, and password. An account is valid exclusively for one customer.

## **3. Prices, Payment Method, and Taxes**

3.1 All prices are understood as net prices, excluding the statutory value-added tax.

3.2 safeREACH is entitled to adjust prices once a year at the beginning of the new contract year to the extent of the percentage change in the consumer price index published by Statistics Austria or the index replacing it. The reference value for the contract is the calculated index number for the latest month available to the public in final form at the start of the new contractual year.

3.3 The invoice amount is due upon receipt of the invoice. Payments must be received by safeREACH within 45 days after receiving the invoice from safeREACH. After that, default occurs without further reminder. safeREACH is entitled to charge the customer default interest of 2%.

3.4 safeREACH accepts bank transfer and the SEPA direct debit procedure as payment methods.

3.5 In the event that the customer participates in the SEPA direct debit procedure, and the debit fails due to insufficient funds or results in a return debit, safeREACH reserves the right to pass on the resulting damage to the customer.

3.6 Offsetting with counterclaims or withholding of payments by the customer is not permitted.

#### **4. Copyright, License, and Trademark Law**

4.1 The design of the website operated by safeREACH, as well as its mobile applications, including their content (source code, texts, images, graphics, layouts, sounds, animations, videos, and databases, among others), is protected by copyright. Unless third-party rights exist in the content, all usage and exploitation rights are reserved for safeREACH.

4.2 All content of the website is subject to copyright. Contributions from users or third parties are marked as such, and intellectual property rights related to them belong to the respective owners. If a user publishes content or information on the website for which they hold copyright or other intellectual property rights, the user grants safeREACH a free, unlimited, irrevocable, and worldwide exclusive right to use the content from the moment of publication. The user guarantees that the processing and forwarding of the content and information provided by them on the website do not violate or will not violate the rights of third parties.

4.3 The offering related to the website must not be construed as transferring, implicitly, through legal forfeiture, or in any other way, a license or title to a copyright, patent, trademark, or other protective right of safeREACH or a third party.

4.4 Unless otherwise indicated, all trademarks used on the website and mobile applications (including the term and sign "safeREACH") are legally protected. This applies especially to company logos and identifiers.

4.5 In the event that safeREACH or others involved in the operation of the website are held liable by third parties for the infringement of intellectual property rights, the user responsible for the infringement shall hold safeREACH, the affected person involved in the operation of the website, and any affected users harmless upon first request.

4.6 The user undertakes not to take actions or make efforts to protect their published content on the website, such as through trademark or patent registration applications, or initiate copyright infringement proceedings against the website, its operators, or users of the website.

4.7 If users take such actions, they are obliged to indemnify the website and its operators for all resulting disadvantages in full. The rights assigned to safeREACH include, in particular, the right to process the data and pass on non-personal data to third parties (companies and organizations of any kind).

#### **5. Customer's Obligations**

5.1 The customer undertakes not to use the services of safeREACH for:

- the dissemination of offensive, harassing, violent, glorifying violence, sexist, pornographic, or racist words, terms, or other content,

- the dissemination of religious or political content,
- the dissemination of advertising (including so-called spams, i.e., unsolicited mass mailings) or chain letters via email or chats,
- spying and the unauthorized disclosure or dissemination of personal or confidential information of other users or employees of safeREACH,
- pretending to be an employee of safeREACH or an affiliated company or partner of safeREACH,
- making legally protected images, photos, graphics, videos, music, sound files, texts, trademarks, titles, designations, software, or other content accessible without the consent of the rights holder or permission by law or regulation, and
- distributing files containing viruses, trojans, worms, or other harmful files.

5.2 Furthermore, the customer undertakes to:

- use the services of safeREACH only for the purposes outlined and agreed upon in the contract—any change to the service must be requested in writing,
- ensure that access data is securely stored, only registered users have access, and unauthorized third parties cannot misuse the account for purposes contrary to the contract.

5.3 The customer is aware that they are solely responsible for the content of the messages sent and the selection of the recipients. safeREACH has no influence on this. safeREACH also assumes no responsibility for whether the sent messages are received—correctly and timely—by the recipient, in the event of an error in message transmission outside the safeREACH system.

5.4 The customer is aware that a functioning Internet connection is necessary to ensure the safeREACH app or the safeREACH system functions properly.

5.5 The customer indemnifies safeREACH from all claims made by third parties against safeREACH based on a violation of the customer's obligations as outlined in Clause 5 of these Terms and Conditions.

## **6. Availability of Services, safeREACH's Obligations**

6.1 safeREACH promptly processes every notification order received in the safeREACH System within the technical capabilities of the safeREACH system. The customer is aware that the services depend on the provision and availability of networks and transmission paths outside the safeREACH system, which are operated by network operators and/or other third parties not under the control of safeREACH and for which safeREACH is not responsible. safeREACH, therefore, only owes the initiation of message transmission, but not its successful execution.

6.2 safeREACH does not guarantee that the offered services will function completely or partially without interruption and error-free, or that they do not contain programming errors.

6.3 In case of failures, safeREACH will promptly and appropriately inform the customer about the type, scope, and duration of the service outage of the safeREACH system, unless the

customer is already aware of this. Maintenance-related outages will be announced at least six hours in advance in an appropriate form. In the event of a safeREACH system failure, safeREACH will make every effort to resume or restore the service or availability as soon as possible.

6.4 safeREACH does not check the content of the customer's messages during the automated transmission, processing, and/or conversion of messages for errors or illegal content—neither from legal, factual, logical aspects nor from the perspective of completeness.

6.5 safeREACH will strive to make the safeREACH app available for the current versions of the iOS and Android operating systems on the respective platforms of the providers. However, safeREACH does not take responsibility for whether the respective provider maintains the app, especially if it is removed from the platform. safeREACH can change the appearance and features of the safeREACH app at any time. There is no entitlement to maintaining certain features. However, safeREACH will ensure that any special features already paid for are available during the booked runtime.

6.6 safeREACH is not obligated to provide services if safeREACH is prevented by force majeure. The term "force majeure" includes, in particular, government interventions, strikes, terror or threats of terror, operational disruptions, disruptions to the energy supply, interruptions of telecommunication facilities by third parties, non-compliance or delayed compliance by suppliers of safeREACH or other third parties commissioned by safeREACH, as well as any other circumstances that could not reasonably be avoided or prevented by safeREACH, thereby hindering the normal performance of the contract.

## **7. Liability**

7.1 safeREACH owes the initiation of message transmission as outlined in Clause 5 but not its successful execution. safeREACH, therefore, assumes no liability for cases of non-delivery, partially delivered, and/or delayed delivery of messages of any kind and through any means to the recipient(s) and any resulting disadvantages of any kind.

7.2 safeREACH has no influence on the content or the selection of recipients of the messages sent by the customer. safeREACH does not send messages itself. Therefore, as a mere intermediary within the meaning of § 13 of the E-Commerce Act (ECG), safeREACH is not responsible for the content of forwarded messages, and there is no obligation for safeREACH to check the data sent by the customer. safeREACH does not warrant that its service and customer content are correct, up-to-date, or suitable to fulfill the customer's expected purpose.

7.3 The above liability disclaimers do not apply in the scope of the Product Liability Act and for damages resulting from the violation of life, body, or health. Nor do they apply in cases of intent or gross negligence on the part of safeREACH, its legal representatives, or vicarious agents. The customer must prove the existence of gross negligence.

7.4 Liability for lost profits, lost savings, lost data, indirect and consequential damages, as well as damages from third-party claims, are excluded, and the liability of safeREACH—unless mandatory law prohibits it—for each event causing damage is limited to EUR 10,000 for the

individual injured party, and to EUR 300,000 for all injured parties collectively. If the total damage exceeds the maximum limit, the claims of the individual injured parties are reduced proportionally.

7.5 Any claims for damages must be asserted in court within 12 months of the occurrence of the damage, or they will be barred.

7.6 Legal liability limitations remain unaffected.

7.7 As already stated in Clause 7.2, safeREACH acts solely as a pure intermediary within the meaning of § 13 ECG. Therefore, only the customer is liable for the content (accuracy and completeness) of the transmitted information. The customer holds safeREACH harmless if safeREACH is held responsible by third parties, authorities, or courts for these contents or the mere forwarding circumstance, even if such claims are made contrary to § 13 ECG.

## **8. Confidentiality**

The parties agree to treat all information disclosed by one party to the other in connection with this agreement as confidential, either if marked as such or if, by its nature, it is obviously confidential. This includes information about the economic conditions of the customer and the customers' clients, as well as technical information about services provided by safeREACH and the third-party components contained therein. Excluded from this obligation are confidential information that:

- a) Was already known to the receiving party at the time of the contract or became known thereafter from a third party without violating confidentiality agreements, legal regulations, or official orders,
- b) Was publicly known or becomes publicly known after the conclusion of the contract, provided this is not based on a violation of this contract,
- c) Must be disclosed due to legal obligations or an order of a court or authority. To the extent permissible and possible, the parties will inform each other in advance and provide an opportunity to oppose disclosure.

## **9. Data Protection, Order Data Processing**

9.1 safeREACH will implement all necessary data protection and data security measures in accordance with applicable data protection regulations.

9.2 These terms and conditions apply to all legal relationships in the context of the use of safeREACH, whether through the domain, associated subdomains, especially through applications for smartphones. By accessing, using, or registering for services offered by safeREACH, customers expressly accept the binding nature of these terms and conditions and the privacy policy (<https://www.safereach.com/datenschutz/>).

9.3 If safeREACH uses third parties to provide services, safeREACH may transfer the customer's personal data to the third party if and to the extent necessary for the provision of the service, and the third party commits to safeREACH to comply with data protection regulations adequately.

## **10. Newsletter**

safeREACH only determines and processes telecommunications data in accordance with § 96 Telecommunications Act 2003 (TKG). However, the customer agrees according to § 96 para 2, 2nd sentence TKG that safeREACH may use his data for the purpose of marketing communication services or providing services with additional benefits and other transmissions until revoked at any time. safeREACH will only collect, process, and use such data and personal data for its own marketing, advertising, statistical, and consulting purposes.

## **11. Duration of the Contract, Termination of the Contractual Relationship**

11.1 The contract is concluded for an indefinite period. After 12 months the contracting parties can terminate the contract with a notice period of three months.

11.2 safeREACH and the customer are also entitled to terminate the contract without notice in accordance with legal regulations. An extraordinary right of termination exists, in particular, if:

- The customer is in default with a payment obligation under the contractual relationship.
- The opening of insolvency proceedings is applied for over the customer's assets, or such an application is rejected for lack of cost coverage.
- The customer violates his obligations under Clause 5 of these GTC.

## **12. Final Provisions**

12.1 Contracts based on these terms and conditions are subject exclusively to Austrian Law. The exclusive place of jurisdiction is the Courts of Vienna.

12.2 Oral collateral agreements do not exist. All agreements, subsequent changes, or additions require written form to be valid. This also applies to deviating from the written form requirement.

12.3 The customer must promptly notify safeREACH of any changes to their address. Documents are considered to have been received by the customer if they were sent to the last known address.

12.4 If one of the provisions of these GTC becomes or is invalid or unenforceable, the invalidity or unenforceability of one or more contract provisions does not affect the validity of the contract as a whole unless the invalid or unenforceable provisions are of such essential importance to the contract that it is reasonable to assume that the parties would not have entered into the contract without the invalid or unenforceable provisions. The same applies to the existence of a regulatory gap.