

General Terms of Business for the All in ONE Klagenfurt App

The provider (also referred to subsequently as the “contractor”) makes an app available to its customers in accordance with these General Terms of Business and these Terms of Use. These General Terms of Business regulate an app that is made available to consumers free of charge by means of distance sales (e.g. on a mobile end device). For transactions with consumers, the provisions of the Consumer Protection Act [*Konsumentenschutzgesetz*] (KSchG) apply, in particular the contractor’s general duties of information pursuant to Section 5a KSchG, as do the provisions of the Act on Distance Contracts and Off-Premises Contracts [*Fernabsatz- und Auswärtsgeschäftegesetz*] (FAGG).

Pre-contractual duties of information for an app pursuant to Section 4 FAGG in conjunction with Section 7 FAGG

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1. Essential characteristics of the app

The contractor offers the possibility of downloading and installing the All in ONE Klagenfurt ticket app for a mobile end device via the Google Play Store and the Apple Store. This app can be used to generate, combine, forward and redeem digital permissions (= tickets). For the sake of clarification, the specific scope of services extends to the provision of the services described in more detail on the respective app.

2. Prices

The app is available to download free of charge. The use of the app might lead to data transfer costs from the network operator, and these must be borne by the customer themselves.

3. Duration and termination

The contractual relationship is concluded for an open-ended period and commences with the installation of the app and the user’s registration (setting up an account). Persons aged 14 and over are permitted to use the app without registration, but only persons aged over 18 who have full legal competence are permitted to register and use the app together with the associated possibility of making payment via the attached service.

The customer has the right to end the contractual relationship at any time without complying with any notice period, provided all the payments to be made by the customer to service providers represented on the app have been made. The contractor has the right to terminate the contractual relationship by giving two months’ notice to the end of the month. In addition the contractor is

entitled to dissolve the contractual relationship with immediate effect for an important reason. In particular, a violation of the Terms of Use counts as an important reason.

4. Terms and conditions of delivery and service

The app is downloaded via the Google Play Store/Apple App Store etc. The app is delivered immediately.

5. Discontinuation of the right of withdrawal pursuant to Section 18 FAGG

If at the customer's request the implementation of a service is started before the expiry of the 14-day cooling-off period of Section 11 FAGG, the right of withdrawal shall cease to apply once the legal information has been provided about these consequences of this premature implementation.

The customer hereby notes and expressly agrees that with this first use of the app, the contractor's provision of service takes place before the expiry of the 14-day cooling-off period of Section 11 FAGG, and thus involves the loss of the right of withdrawal pursuant to Section 18 FAGG.

6. Warranty

6.1. If the contractor provides a defective service, the customer has the right to assert claims under warranty within the framework of the legal warranty provisions.

6.2 The contractor endeavours to prevent problems in accessing the information/services, but it cannot be ruled out that data and information are not shown, or are shown incorrectly. The contractor accepts no liability for the service being uninterrupted or unaffected by faults.

6.3. The contractor makes every effort to ensure high availability of the app. However, as the service is based on wireless technology the contractor is unable to assume any liability for downtimes or disruptions to the service – in particular for downtimes or disruptions to the technical system underlying the service, including the necessary mobile communications equipment – if the cause of such downtimes or disruptions is outside the contractor's sphere of influence.

7. Application of the terms of business of third platforms when using the app

When using the app, in addition to these General Terms and Conditions of Business/Terms of Use, the terms of the third-party platforms via which the app was obtained also apply (for example Apple iTunes Store, Google Play Store etc). In the event of contradictions, these General Terms and Conditions of Business/Terms of Use take precedence over the terms of the platform.

8. Concluding provision

The information contained in this information sheet is an integral part of the contractual relationship concerning the contractor's app. Changes are only effective if they have been expressly agreed by the contracting parties.

9. Information about online dispute resolution/consumer arbitration

The contractor is obliged to provide information about an alternative dispute resolution option for consumers. Provided there is no statutory duty, we reserve the right to decide on an individual case basis whether or not we will participate in such a procedure.

For contracts concluded online, the consumer can contact the internet ombudsman service:
<https://www.ombudsstelle.at>.

Consumers also have the option of contacting the EU Online Dispute Resolution Platform:
<https://ec.europa.eu/odr>.

Terms of Use

1. Preamble

These Terms of Use regulate the customer's relationship with

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1.1 The contractor offers the possibility of downloading and installing the All in ONE Klagenfurt ticket app for a mobile end device via the Apple Store and the Google Play Store. This app can be used to generate, combine, forward and redeem digital permissions (= tickets).

2. General information

2.1 By installing the All in ONE App (hereinafter "the app") and launching it for the first time, the customer agrees to these Terms of Use. This is expressly confirmed by the customer by clicking on the button "**Accept the Terms of Use**".

3. Use of the app by the customer

3.1 Downloading the app is free of charge for the customer. When using the app, data transfer costs from the network operator and costs of transactions executed can be incurred; these must be borne by the customer themselves.

3.2 Use of the app requires the app to have been successfully installed on the mobile end device, and the customer must have accepted the Terms of Use.

3.3 The contractor grants the customer the simple, non-transferable and non-sublicensable right, limited in respect of time to the term of the usage relationship, to use the app in the respective current version together with updates and other components in accordance with these Terms of Use.

3.4 The customer may not modify, copy, dismantle, reassemble, publish, replicate or reproduce the app. The customer is permitted only to use the app for their own purposes (commercial or trade purposes are excluded). Third parties are excluded from this use.

3.5. The customer is obliged to keep the details they provided on registration continually up to date, and to refrain from violations of these Terms of Use and of the applicable law. The customer must ensure that their account is used only by them. They must treat their access details and the data deposited by them as confidential, and must ensure that their data cannot be accessed by third parties. If the customer culpably breaches this obligation, they themselves shall be responsible for any damages arising from this.

3.6. The customer is further obliged only to use the app for its intended purpose, and to comply with all contractual and legal provisions when using the app. Any use above and beyond the purpose of the usage relationship is forbidden.

3.7. The contractor is further entitled to block the app (the user account) immediately if there is justified suspicion that the stored data violate the applicable law or the General Terms and Conditions of Business or these Terms of Use. Justified suspicion of unlawfulness and/or a legal violation shall exist in particular if courts of law, authorities and/or other third parties inform the contractor of such suspicion. The contractor shall inform the customer immediately of the ban and the reason for it, provided no compelling rights prevent this. The ban shall be lifted as soon as the suspicion has been invalidated.

3.8. The contractor also offers information from third-party providers via its app (e.g. the contractor's service partners, payment services providers, etc.). Where this is not obvious, the contractor identifies the information as such. The user acknowledges that such information is not attributable to the contractor, and cannot be checked by the contractor due to the data volume. If nonetheless the contractor becomes aware that any of the content provided is incorrect, it will immediately correct or remove it.

3.9. The user notes that third-party providers can be entitled to property rights in respect of parts of the service. The user undertakes neither to remove nor to conceal copyright notices and other references to such rights on the app, and to comply with the third-party provider's instructions on the use of the information.

3.10. If – for whatever reasons – third parties misuse the device on which the app has been installed, and the information and data stored on the app, the customer shall bear all the consequences and disadvantages as a result of the misuse until the blocking of the app becomes effective. After the blocking becomes effective, the customer shall no longer be liable for disadvantages occurring subsequently. The contractor will review whether the disadvantages that have occurred can be eliminated, and this will take place by agreement between the customer and the contractor.

4. Discontinuation of the right of withdrawal pursuant to Section 18 FAGG

4.1 When the app has been installed on the customer's mobile end device, it is ready to use as soon as the customer has accepted the Terms of Use. If at the customer's request the implementation of a service is started before the expiry of the 14-day cooling-off period of Section 11 FAGG, the right of withdrawal shall cease to apply once the legal information has been provided about these consequences of this premature implementation.

The customer hereby notes and expressly agrees that with this first use of the app the contractor's provision of service takes place before the expiry of the 14-day cooling-off period of Section 11 FAGG, and thus involves the loss of the right of withdrawal pursuant to Section 18 FAGG.

5. Support

5.1 The contractor offers support for the app on its website www.visitklagenfurt.at/allinone and by email to allinone@visitklagenfurt.at.

5.2 Information about the app's interoperability with hardware and software can be viewed on the website www.visitklagenfurt.at/allinone.

6. Liability

6.1 Liability for damage caused by the use or non-use of information provided, or by the use of incorrect or incomplete information, is excluded unless the contractor has acted with intent or with gross negligence.

6.2 The contractor provides no guarantee for faults, disruptions or damage that are ascribable to improper handling.

6.3 The restrictions on liability set out in Point 6.1 do not apply to damages arising out of death, injury to body or health of persons, or in the event that mandatory legal regulations which state otherwise and material contractual obligations conflict with their application.

6.4. If the app malfunctions (such as no connection) the customer should use other means of communication (e.g. telephone call to Support) if in their capacity as a customer this appears necessary for reducing or rectifying damage.

7. Links

The app contains links to third-party websites or other apps. These are not under the contractor's control and responsibility. The contractor accepts no liability for linked content and external offerings.

8. Duration and termination

8.1 The contractual relationship is concluded for an open-ended period.

8.2 The customer has the right to terminate the contractual relationship at any time without giving notice, by permanently uninstalling the app from their devices. This will involve the deletion of all the data and information stored on the app. The data transferred to other locations or programs will not be affected by this.

8.3 The contractor has the right to terminate the contractual relationship by giving two months' notice to the end of the month. In addition the contractor is entitled to dissolve the contractual relationship with immediate effect for an important reason. In particular, a violation of the Terms of Use or the deletion of the app from the AppStore by the operator of the Appstore count as an important reason.

9. Data protection

9.1 The contractor is obliged to comply with the provisions of the Data Protection Act [*Datenschutzgesetz*] (DSG), the General Data Protection Regulation (GDPR), and any further legal duties of confidentiality.

9.2 The contractor processes the necessary personal data for the purpose of fulfilling the contract. Detailed information about data protection (data privacy statement) pursuant to Art 13 ff GDPR can be found on our website at: <https://www.visitklagenfurt.at/en/privacy-policy>.

9.3 For some functions of the app to be used in full (e.g.) the app needs to be able to collect the GPS data (location data) of the device on which the app is installed, and forward these to the contractor and/or its contractual partners. The customer can prevent these data being collected and transmitted to the contractor and/or its contractual partners. This might mean that it is no longer possible to use all of the functions of the app.

10. Changes to the Terms of Use

10.1 The contractor is entitled to adapt and change the Terms of Use if this is necessary on the basis of new laws, court rulings or for technical reasons.

10.2 The customer will be notified of the changes by email in the form announced when the app was downloaded. The customer can announce within 2 weeks that they do not agree to the changes. If the customer does not do so, they must expressly agree to the new Terms of Use by clicking on a button when they use the app for the first time after the expiry of this period.

11. Concluding provisions

11.1 The customer must inform the contractor immediately of changes to their email address.

11.2 These Terms of Use are subject to the Austrian law in force, with the exception of the rules of international private law regarding the conflict of laws (Convention on the Law Applicable to Contractual Obligations, Rome I Regulation, etc.) and the UN Convention on Contracts for the International Sale of Goods. This choice of law applies to consumers only insofar as it does not limit any mandatory legal provisions of the country in which the consumer has their normal place of residence or usual abode.

11.3 It is agreed that any disputes shall be subject exclusively to the local jurisdiction of the court with competence for the matter for the contractor's place of business. For contractual relationships with consumers within the meaning of the Consumer Protection Act [*Konsumentenschutzgesetz*], the above provisions only apply provided no other mandatory consumer protection provisions conflict with this.