

WEBSITE TERMS OF USE

Thank you for choosing 42migration!

I.	THIS IS A CONTRACT BETWEEN YOU AND US.....	1
II.	WE PROVIDE OUR WEBSITE FOR YOUR CONVENIENCE ONLY.....	2
III.	WE PROVIDE OUR WEBSITE “AS IS” AND DISCLAIM ALL WARRANTIES	3
IV.	WE DO NOT HAVE RESPONSIBILITY FOR LINKS TO THIRD PARTY CONTENT	4
V.	IF A THIRD PARTY LINKS TO OUR SITE, IT IS NOT AN ENDORSEMENT.....	4
VI.	IF YOU TRANSMIT OR PROVIDE DATA TO US, IT IS NON-CONFIDENTIAL	5
VII.	BY PROVIDING CONTENT, WE DO NOT ALLOW YOU TO USE OUR TRADEMARKS.....	6
VIII.	ALL CONTENT ON OUR WEBSITE IS COPYRIGHTED.....	6
IX.	YOU MUST OBEY LOCAL LAWS IN ACCESSING OUR SITE	7
X.	YOU AGREE TO INDEMNIFY US FOR USING OUR WEBSITE	7
XI.	A FEW FINAL POINTS	8
XII.	CONTACT INFORMATION.....	9

The column on the right provides a short explanation of the terms of use and is not legally binding.

I. THIS IS A CONTRACT BETWEEN YOU AND US

§ 1.1 Our Website. These Website Terms of Use (the “Website Terms”) govern your use of our website made available on www.42migration.at (the “Website”). Please read them carefully.

Basically,

if you use our Services, you agree to be bound by these Website Terms.

§ 1.2 These Website Terms are Legally Binding.

- (a) These Website Terms are a legally binding contract between you and us.
- (b) As part of these Website Terms, you agree to comply with the most recent version of the Acceptable Use Policy, which is incorporated by reference into these Website Terms. If you access or use the Website, or continue accessing or using the Website after we have published, in our sole discretion, a change to the Website Terms, you confirm that you have read, understand and agree to be bound by the Website Terms.
- (c) “We,” “our” and “us” refer to the person specified in Art. XII.

II. WE PROVIDE OUR WEBSITE FOR YOUR CONVENIENCE ONLY

§ 2.1 Our Website is provided to you without charge as a convenience and for your information only. By merely providing access to our Website content, we do not warrant or represent that

- (a) the content is accurate or complete;
- (b) the content is up-to-date or current;
- (c) we have a duty to update any content;
- (d) the content is free from technical inaccuracies or typographical errors;
- (e) the content is free from changes caused by third party; and
- (f) your access to our Website will be free from interruptions, errors, computer viruses or other harmful components.

§ 2.2 We do not assume any liability for the matters referenced in § 2.1. In other words, you use our Website at your own risk. Under no circumstances, including, but not limited to, negligence, shall we be

Basically,

browsing and using the Website is free, so you cannot complain if anything we post on the Website is wrong or incomplete.

liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this Website, even if one of our representatives has been advised of the possibility of your damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

III. WE PROVIDE OUR WEBSITE “AS IS” AND DISCLAIM ALL WARRANTIES

- § 3.1 Our Website, including all content, software and functions made available on or accessed through our Website, is provided “as available” and on an “as is, where is” basis.
- § 3.2 To the fullest extent permissible by law, we and any subsidiaries and affiliates make no representations or warranties of any kind as to the content, software or functions accessed through our Site, for any products or services or links to third parties or for any breach of security associated with the transmission of sensitive information through our Website or any linked site.
- § 3.3 WE AND ANY SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, QUIET ENJOYMENT, QUALITY OF INFORMATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This includes loss of data or profit arising out of the use or the inability to use the content of this Website, even if one of our representatives has been advised of the possibility of your damages. WE DO NOT WARRANT THAT ANY CONTENT, SOFTWARE OR THE FUNCTIONS ACCESSED THROUGH OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE AND ANY SUBSIDIARIES

Basically,

we don’t make any promises about what you will find on the Website, in terms of content or functionality. It is what it is.

AND AFFILIATES WILL NOT BE LIABLE FOR DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RELATED TO YOUR USE OF THE WEBSITE. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

IV. WE DO NOT HAVE RESPONSIBILITY FOR LINKS TO THIRD PARTY CONTENT

- § 4.1 We may provide hyperlinks or pointers to other websites maintained by third parties or may provide third party content on the Website by framing or other methods. The links to third party websites are provided for your convenience and information only. The content in any linked websites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to the Website, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, trojan horses and other items of a destructive nature.
- § 4.2 We reserve the right to terminate a link to a third party website at any time. The fact that we provide a link to a third party website does not mean that we endorse, adopt, authorize or sponsor that website. It also does not mean that we are affiliated with the third party website's owners or sponsors.

V. IF A THIRD PARTY LINKS TO OUR SITE, IT IS NOT AN ENDORSEMENT

- § 5.1 If a third party links to our Website, it is not necessarily an indication of an endorsement, adoption, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Website.

Basically,

if we link to content, including webpages, of third parties, we are not responsible for what you find there or what happens if you click on a link.

Basically,

if someone else links to our Website, we don't take any responsibility for the underlying reason. Such a link does not per se indicate any relationship with that third party.

If you link to us, please do not misrepresent why you are doing this.

§ 5.2 A website that links to our Website:

- (a) may link to, but not replicate, our content;
- (b) may not create a browser, border environment or frame our content;
- (c) may not imply that we are endorsing it or its products;
- (d) should not misrepresent its relationship with us;
- (e) should not present false information about our products or services; and
- (f) should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

**VI. IF YOU TRANSMIT OR PROVIDE DATA TO US,
IT IS NON-CONFIDENTIAL**

- § 6.1 We do not want to receive confidential or proprietary information from you through our Website, unless expressly agreed otherwise. If you transmit to or post on our Website any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and we shall be free to reproduce, publish, or otherwise use such information for any purposes whatsoever including, without limitation, the research, development, manufacture, use or sale of products incorporating such information. The sender of any information to us is fully responsible for its content, including its truthfulness, accuracy, and its non-infringement of any other person, organization, or entity's proprietary rights. Personal data provided to us will be handled in accordance with our Privacy Policy.

Basically,

unless we expressly agree otherwise in another agreement, please accept that we do not have to treat content you submit to us as confidential.

VII. BY PROVIDING CONTENT, WE DO NOT ALLOW YOU TO USE OUR TRADEMARKS

- § 7.1 The trademarks, service marks, trade names and logos used and displayed on our Website are our registered and unregistered trademarks. Nothing on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, without our written permission. We aggressively enforce our intellectual property rights. Our trade name and our logo must not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Website, without prior written permission. You may not use any metatags or any other “hidden text” utilizing our trade name or trademarks without our express written consent. You are not authorized to use our logo as a hyperlink to our Website unless you obtain our written permission in advance.
- § 7.2 ALL OTHER TRADEMARKS, SERVICE MARKS, AND TRADE NAMES ARE THE PROPERTY OF THEIR RESPECTIVE COMPANIES. WE DISAVOW ANY PROPRIETARY INTEREST OR CLAIMS IN THE MARKS OF OTHER COMPANIES OR CORPORATIONS.

VIII. ALL CONTENT ON OUR WEBSITE IS COPYRIGHTED

- § 8.1 All content included on this Website, including any materials, documents, text, designs, graphics, logos, images, audio and video (“Content”) is our property or that of our affiliates and suppliers, and is protected by international copyright laws. The compilation of all Content on this Website is our exclusive property and protected by international copyright laws. You may not inline, frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information, including images, text, page layout or form, without our prior express written permission.

Basically,

don’t use our trademark or other intellectual property, unless we have expressly agreed in writing.

Basically,

don’t copy any content, including the Services. That would violate our intellectual property rights and we will move to enforce them.

IX. YOU MUST OBEY LOCAL LAWS IN ACCESSING OUR SITE

- § 9.1 This Site is controlled by us from our offices at the address specified in Art. XII. We make no representation that content or materials on the Website are appropriate or available for use in other jurisdictions. Access to our Website content or materials from jurisdictions where such access is illegal is prohibited. If you choose to access this Website from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials on this Website in violation of applicable export laws and regulations.

X. YOU AGREE TO INDEMNIFY US FOR USING OUR WEBSITE

- § 10.1 You hereby agree to indemnify, defend and hold us and our suppliers and affiliates, and any of our or their respective officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs, including, without limitation, attorneys’ fees and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of our Website or any breach by you of these Website Terms. If the indemnity provided in this paragraph is not available or is insufficient to hold harmless the Indemnified Parties for any reason, you agree to contribute to the aggregate losses, claims and liabilities to which the Indemnified Parties may be subject in such proportion as appropriate to reflect the relative fault by you and the Indemnified Parties with respect to the activity giving rise to the indemnity claim. You will cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you will not in any event settle any such matter without our written consent.

Basically,

if you must not access the Website from where you live, because of applicable laws or regulations, then don’t do it.

Basically,

if you violate these Website Terms, we will request indemnification for any damage we incur.

XI. A FEW FINAL POINTS

- § 11.1 Waiver. No failure or delay by either party in exercising any right under the Website Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the Website Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
- § 11.2 Third Party Rights. Some of the provisions of this agreement are for the benefit of us and our affiliates, officers, directors, employees, agents, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
- § 11.3 No Legal Services. Neither the provision of the Services nor the furnishing of the Website Terms and any instructions related thereto constitute legal advice or legal services.
- § 11.4 Governing Law; Venue; Fees.
- (a) These Website Terms and any disputes arising out of or related hereto, will be governed exclusively by Austrian law, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Austrian courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Website Terms, including their formation, interpretation or enforcement.
 - (b) Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the Website Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.
- § 11.5 Severability. Any provisions of the Website Terms shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions thereof. If any provision of the Website Terms is invalid or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out,

Basically,

if things go really wrong this is what will happen, along with some other general legal language.

so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and the remainder of the Website Terms and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

- § 11.6 Headings. The section headings in the Website Terms do not form a part of them but are for convenience only and shall not limit or affect the meaning of the provisions.

XII. CONTACT INFORMATION

- § 12.1 The Services are provided by Rechtsanwalt (Attorney-at-law) Dr. Christof Strasser, LL.M. (Harvard), Am Platz 5/4, 1130 Vienna, Austria.
- § 12.2 If you have any questions about the Website Terms, please contact us as described in more detail on our Website.