

## **LEGAL NOTICE** (Impressum)

### **Data Privacy Protection**

#### **MCI`s Commitment to Data Privacy Protection**

Protecting the security and privacy of your personal data is important to us; therefore, we conduct our business in compliance with applicable laws on data privacy protection and data security. MCI hope the policy outlined below will help you understand what data we may collect, how MCI uses and safeguards that data and with whom we may share it.

#### **Personal data**

Through MCI Web sites, we will not collect any personal data about you (e.g. your name, address, telephone number or e-mail address), unless you voluntarily choose to provide us with it (e.g. by registration, survey), respectively, provide your consent, or unless otherwise permitted by applicable laws and regulations for the protection of your personal data.

#### **Purpose of Use**

When you do provide MCI with personal data, we usually use it to respond to your inquiry, process your order or provide you access to specific information or offers. Also, to support our customer relationship with you:

- MCI may store and process personal data and share it with any of our affiliates to better understand your business needs and how we can improve our products and services; or
- MCI (or a third party on our behalf) may use personal data to contact you about our offer in support of your business needs or to conduct online surveys to understand better our customers' needs.

If you choose not to have your personal data used to support our customer relationship (especially direct marketing or market research), MCI will respect your choice. MCI does not sell or otherwise market your personal data to third parties, except to MCI affiliates.

#### **Purpose Limitation**

MCI will collect, use or disclose personal data supplied by you online only for the purposes disclosed to you, unless the disclosure:

- is a use of the personal data for any additional purpose that is directly related to the original purpose for which the personal data was collected,
- is necessary to prepare, negotiate and perform a contract with you,
- is required by law or the competent governmental or judicial authorities,
- is necessary to establish or preserve a legal claim or defense,
- is necessary to prevent fraud or other illegal activities, such as willful attacks on MCI information technology systems.

## **Communications or Utilization Data**

Through your use of telecommunications services to access MCI Web site, your communications data (e.g. Internet protocol address) or utilization data (e.g. information on the beginning, end and extent of each access, and information on the telecommunications services you accessed) are technically generated and could conceivably relate to personal data. To the extent that there is a compelling necessity, the collection, processing and use of your communications or utilization data will occur and will be performed in accordance with the applicable data privacy protection legal framework.

## **Non-Personal Data Collected Automatically**

When you access MCI Web sites, MCI may automatically (i.e., not by registration) collect non-personal data (e.g. type of Internet browser and operating system used, domain name of the Web site from which you came, number of visits, average time spent on the site, pages viewed). MCI may use this data and share it with our worldwide affiliates to monitor the attractiveness of MCI Web sites and improve their performance or content.

## **"Cookies" - Information Stored Automatically on Your Computer**

When you view one of MCI Web sites, MCI may store some data on your computer in the form of a "cookie" to automatically recognize your PC next time you visit. Cookies can help MCI in many ways, for example, by allowing us to tailor a Web site to better match your interests or to store your password to save you having to re-enter it each time. If you do not wish to receive cookies, please configure your Internet browser to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored.

## **Children**

MCI will not knowingly collect personal data from children without insisting that they seek prior parental consent if required by applicable law. MCI will only use or disclose personal data about a child to the extent permitted by law, to seek parental consent pursuant to local law and regulations or to protect a child. The definition of "child" or "children" should take into account applicable laws as well as national and regional cultural customs.

## **Security**

To protect your personal data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure or access, MCI use technical and organizational security measures.

## **Links to Other Web Sites**

MCI Web sites contain links to other Web sites, MCI is not responsible for the privacy practices or the content of other Web sites.

## Questions and Comments

MCI may respond to reasonable requests to review your personal data and to correct, amend or delete any inaccuracies. If you have any questions or comments about our Data Privacy Protection Policy (e.g. to review and update your personal data), please click on "Contact" and send us your questions and feedback. As the Internet matures, so will our Data Privacy Protection Policy. MCI will post changes to our Data Privacy Protection Policy on this page. Please check this page regularly to keep up-to-date.

## TERM OF USE

### 1. Scope

- 1.1. Any use of this web site provided by MCI and/or its affiliates ("MCI"), "MCI`s Web Site", is subject to these Terms of Use. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, in accessing or using MCI`s Web Site these Terms of Use are accepted in their then current version.
- 1.2. In the case of Web offers aimed at companies or public enterprises, such companies or enterprises are represented by the user and must assume that the user has appropriate knowledge and acts accordingly.
- 1.3. If the User uses this MCI Web Site as business customer, i.e. that it is not acting for purposes which are outside its trade, business or profession, or as administration customer, § 312e para. 1 sentence 1 no. 1 - 3 of the German Civil Code does not apply.

### 2. Services

- 2.1. This MCI Web Site contains specific information, software, as well as - as the case may be - related documentation, for viewing or downloading.
- 2.2. MCI may stop the operation of MCI Web Site in full or in part at any time. Due to the nature of the internet and computer systems, MCI cannot accept any liability for the continuous availability of MCI Web Site.

### 3. Registration, Password

- 3.1. Some pages of MCI Web Site may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. MCI reserves the right to deny registration to any User. MCI particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. MCI is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User
  - uses false data for the purpose of registration;
  - violates these Terms of Use or neglects its duty of care with regard to User Data;

- violates any applicable laws in the access to or use of the MCI Web Site; or
- did not use the MCI Web Site for a longer period.
- 3.2. For registration the User shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The User shall ensure, that its e-mail address, as supplied to MCI, is current at all times and an address at which the User can be contacted.
- 3.3. Upon registration the User will be provided with an access code, comprising a User ID and a password ("User Data"). On first access the User shall promptly change the password received from MCI into a password known only to the User. The User Data allows the User to view or change its data or, as applicable, to withdraw its consent to data processing.
- 3.4. The User shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the User shall log-off from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify MCI thereof without undue delay in writing, or, as the case may be, by e-mail.
- 3.5. After receipt of the notice under paragraph 3.4, MCI will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to MCI or upon new registration.
- 3.6. The User may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event MCI will remove all user data and other stored personally identifiable data of the User as soon as these data are no longer needed.

#### **4. Rights of Use to Information, Software and Documentation**

- 4.1. The use of any information, software and documentation made available on or via this MCI Web Site is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with MCI. Separately agreed to license terms, for example software downloads, shall prevail over these Terms of Use.
- 4.2. MCI grants User a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to the User on or via the MCI Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by MCI in making same available.
- 4.3. Software shall be made available at no expense in object code. There shall be no right for the source code to be made available. This shall not apply to source code related to open source software, which license conditions take priority over these Terms of Use in the case of transfer of open source software and which conditions require the making available of the source code. In such case MCI shall make the source code available in return for the payment of costs.
- 4.4. Information, software and documentation may not be distributed by the User to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the User shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof. The User may make one backup copy of the software where necessary to secure further use in accordance with these Terms of Use.

- 4.5. The information, software and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. The User shall observe such laws and in particular shall not modify, conceal or remove any alphanumeric code, marks or copyright notices neither from the information nor from the software or documentation, or any copies thereof.
- 4.6. §§ 69a et seq. of the German Copyright Law shall not be affected hereby.

## 5. Intellectual Property

- 5.1. Notwithstanding the particular provisions in § 4 of these Terms of Use, information, brand names and other contents of the MCI Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of MCI.
- 5.2. Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.
- 5.3. MCI may, without charge, use any ideas or proposals stored by a User on the MCI Web Sites for the development, improvement and sale of its products.

## 6. Duties of the User

- 6.1. In accessing or using the MCI Web Site the User shall not
  - harm other persons, in particular minors, or infringe their personal rights;
  - breach public morality in its manner of use;
  - violate any intellectual property right or any other proprietary right;
  - upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
  - transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
  - distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.
- 6.2. MCI may deny access to the MCI Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

## 7. Hyperlinks

The MCI Web Site may contain hyperlinks to the web pages of third parties. MCI shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as MCI does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the User.

## **8. Liability for defects of title or quality**

- 8.1. Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful misconduct or fraud.
- 8.2. The information on the MCI Web Site may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

## **9. Other Liability, Viruses**

- 9.1. The liability of MCI for defects in relation to quality and title shall be determined in accordance with the provisions of § 8 of these Terms of Use. Any further liability of MCI is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage if there is no willful misconduct or gross negligence.
- 9.2. Although MCI makes every endeavor to keep the MCI Web Site free from viruses, MCI cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.
- 9.3. §§ 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

## **10. Export Controls**

- 10.1. The export of certain information, software and documentation may, e.g. due to its nature or intended use or final destination, be subject to authorization. The User shall strictly conform with the export regulations for information, software and documentation, in particular with those of the EU as well as the individual EU member states and the USA. MCI shall label information, software and documentation in relation to Austrian and EU export control lists and U.S. Commerce Control List.
- 10.2. The User shall particularly check and verify that the information, software and documentation shall not be used for any purpose related to armaments, nuclear technology or weapons;
  - no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive commodities, software or technology of U.S. origin;
  - no undertaking or person named in the U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive items of U.S. origin without a license; and
  - no undertaking or person named in the Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or in the Terrorists List of the EU shall receive goods;
  - no military consignees shall be supplied;

- the early warning instructions of the respective Austrian authorities shall be observed.

Access to software, documentation and information on the MCI Web Site shall only take place if such conforms with the above checks and guarantees.

Where the User does not comply with the above, MCI shall not be obliged to perform.

- 10.3. Upon request MCI shall inform the User of the relevant contact points for further information.

## **11. Data Privacy Protection**

For collection, use and processing of personally identifiable data of the User of the MCI Web Site, MCI shall comply with applicable laws on data privacy protection and the MCI Web Site Data Protection Privacy Policy, which is available per hyperlink on the MCI Web Site and/or on [www.MCI-austria.com](http://www.MCI-austria.com).

## **12. Supplementary Agreements, Place of Jurisdiction, Applicable Law**

- 12.1. Any supplementary agreement requires the written form.
- 12.2. The place of jurisdiction shall be Vienna if the User is a merchant in terms of the Austrian Commercial Code (Handelsgesetzbuch).
- 12.3. The individual pages of the MCI Web Site are operated and administered by MCI GmbH and/or its affiliates. The pages comply with the law applicable in the country where the responsible company has its business residence. MCI makes no representation that information, software and/or documentation on the MCI Web Site are appropriate or available for viewing or downloading at locations outside such country. If Users access MCI Web Site from outside such country, they are exclusively responsible for compliance with all applicable local laws. Access to MCI Web Site's information, software and/or documentation from countries where such content is unlawful is prohibited. In this case and where User seeks to do business with MCI, the User should contact the MCI representative for the particular country for country specific business.
- 12.4. These Terms of Use shall be governed by - and all disputes relating to or in connection with these Terms of Use or their subject matter shall be resolved in accordance with - the laws of Austria, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.