



GENERAL TERMS AND CONDITIONS BETTER LINKED

1. Subject matter and scope of these General Terms and Conditions

(1) The subject of these general terms and conditions

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(**"Better linked"**)

accompanies companies and individuals in phases of change and transformation and offers in the area of corporate consulting workshops, seminars and coachings on stress management, coping with stress and work-health balance. At the core of Better linked offers is an online platform where those affected and interested can exchange information on the topics of stress, stress-related issues, experiences, questions, personal experiences, the effects and triggers of stress or changes in the performance, due to stress.

(2) Better linked provides all services to its registered users ("customers") on the basis of these General Terms and Conditions ("GTC"). The most recent version at the time of the conclusion of the contract, which can be accessed at any time [here](#), is authoritative.

(3) These GTC are addressed to customers who are consumers within the meaning of §1 of the Consumer Protection Act (KSchG) ("B2C customers") as well as to businesses and organisations ("B2B customers").

(4) Conflicting general terms and conditions of customers are invalid unless they are explicitly accepted by Better linked in writing.

(5) These GTC shall also apply to all future contractual relationships with B2B customers, even if no explicit reference is made to them in additional contracts.

(6) In the event that individual provisions of these GTC are or become invalid, the validity of the remaining provisions and the contracts concluded on the basis of these terms and conditions shall not be affected. The invalid provision shall be replaced by the valid provision that comes closest to its meaning and economic purpose.

(7) Changes to the GTC towards customers are only possible with the customer's consent. For this purpose, the amended GTC must be announced at least 30 days on the platform of Better linked at [<https://www.betterlinked.eu>] prior to their effective date and by sending the amended GTC to the most recent e-mail address provided by the customer. If the customer does not object to the changes in writing (e.g. by e-mail to corinna@betterlinked.eu) within six weeks of receipt of the aforementioned announcement, the consent shall be deemed granted. In the event of a customer's timely objection, the contractual relationship between this customer and Better linked will continue to exist in accordance with the GTC in the version prior to the announced change. If the customer objects the amended GTC and the provision of the services is unreasonable or no longer appears economically reasonable for Better linked, the contract



can be terminated extraordinarily. B2C customers are to be informed about the right to object and the consequences of failure to object at the same time as the amended GTC text is sent.

2. Range of services

(1) Better linked is the operator of a digital platform on which customers can exchange information on the topics of stress, stress-related issues, experiences, questions, personal experiences, the effects and triggers of stress or changes in the performance, due to stress. ("**platform**"). The requirements for using the platform is the registration of the customer directly on the platform of Better linked. The scope of services of the platform includes the free participation in the Better linked online community (writing stories, sharing own experiences, offering solutions and action buttons such as sharing and submitting comments, likes and votes) as well as - depending on the availability - the use of further free services such as specific self-coaching tips ("**platform usage**").

(2) In addition to using the platform free of charge, customers can purchase additional (chargeable) services via Better linked's online store. These include, for example:

- **Coaching and coaching formats:** Coaching sessions take place with individuals or in small groups. The maximum number of people is limited to 10 people. The coaching sessions take place at previously defined times online or at a location specified on the platform.
- **Event formats** (Workshops, seminars, lectures, Empowerment Circle, Summits, online courses, audio rooms): Depending on the format, the maximum number of participants is limited to 4 or up to 25 people. The events take place at previously defined times online or at a location specified on the platform
- **Premium self-learning and empowerment offers**

These offers in the online shop are aimed at both B2C and B2B customers. More detailed service descriptions are made available to customers via the platform and via the item descriptions contained in the online shop.

(3) For B2B customers, Better linked also offers customized management consulting, especially in the area of company health management/mental health/promoting resilience (prevention and education)/organizational development/change/new work/career planning and development/leadership consulting, which is based on the survey of stress-relevant data/databases ("**customized management consulting**"). This **customized management consulting** can be booked for different terms and in different packages based on individual written offers from Better Linked.

(4) Better linked guarantees an annual average availability of 98% for chargeable online events. The regular maintenance work intervals, which can last up to 8 hours each week and are usually carried out between 0:00 a.m. and 8:00 a.m. CET are not included in the calculation of the availability. Maintenance work that deviates from previously set intervals, will be communicated to customers by Better linked in advance if possible.

(5) The customer has no right to register on the platform or to conclude a contract for the purchase of services of Better linked that are subject to a charge. Better linked reserves the right to reject any offer of a customer to conclude a contract on the use of the platform or the purchase of chargeable services without stating reasons.



(6) The service descriptions contained in these GTC and on the platform, as well as the item descriptions contained in the online store, are regularly adapted and expanded; they therefore do not constitute a binding offer or a guarantee for the permanent availability of certain content and services, but merely an invitation to submit an offer for existing services of Better linked.

(7) With regard to content that can be used free of charge on the platform and other free services, Better linked also reserves the right to modify or discontinue it at any time and without giving reasons. In particular, no promises are made with regard to these services with regard to their availability, timeliness, completeness and correctness and no warranty or liability is assumed in this respect.

(8) Better linked is entitled to have the tasks incumbent upon it, performed in whole or in part by third parties.

3. Platform usage / registration and contract conclusion

(1) The requirements for using the platform by the customer is the registration as a user on the Better linked platform. The required mandatory information must be provided when registering.

(2) These data are required to create a user account. Each customer must also specify a user name (nickname) with which they wish to appear to other customers on the platform. Choosing a nickname that bears *no resemblance* to the customer's real name is recommended.

(3) The requirement for registration is that natural individuals must have reached the age of sixteen. Individuals who have reached the age of sixteen, but not eighteen, require the consent of their legal representative for registering on the platform of Better linked.

(4) In the case of a legal entity, the registration must be made by a natural individual with unlimited legal capacity and the right to represent the entity.

(5) By entering the customer data, accepting these GTC and completion of the registration, the contract for the use of the platform is concluded between the customer and Better linked. B2C customers have a right of withdrawal according to point 7 of these GTC.

(6) By clicking on the checkbox "I have read and accepted the GTC" during the registration process, the customer confirms that he/she has read and understood the GTC and expressly accepts these GTC.

(7) All information provided in connection with the registration must be truthful. If facts justify the assumption that untruthful information has been provided in connection with the registration or the use of the platform, an effective reason exists for the premature termination of the contractual relationship and the blocking of the user account by Better linked.

(8) After registration, you will receive an email with a link to confirm your email address. After clicking the link, your registration is complete. In a separate e-mail you will receive an overview of your entered access data.

4. Responsibility for access data



(1) The customer must keep the customer data provided and entered in the course of registration (user name, password, etc.) secret and not make them accessible to unauthorized third parties. The customer is responsible for ensuring that he/she selects a secure password. Due to the state of technique, a password of at least 15 characters is recommended.

(2) The customer is responsible for all activities that originate from his/her user account. If there are facts that justify the assumption that unauthorized third parties have gained knowledge of the access data, the customer must inform Better linked immediately in writing (e.g. by e-mail or post) so that the blocking of the user account can be initiated and/or the access data can be changed effectively.

(3) The customer acknowledges that only one user account per person is allowed to be used.

5. Purchase of chargeable services in the online store

(1) By completing the order process for a service from Better linked that is subject to a charge, you submit a binding offer to conclude a contract. Upon receiving the invoice by e-mail to the e-mail address last disclosed by the customer, the purchase of the service is confirmed and a contract for the purchase of the service is concluded between the customer and Better linked. The sending of the confirmation of an order by Better linked does not constitute the conclusion of a contract.

(2) If chargeable products and/or services are booked, the following data will be requested for invoicing purposes:

- Company name
- First and last name
- Address
- ZIP Code
- City
- Country
- Sales tax identification number
- E-mail
- Phone number

Which of these details are necessarily required can be identified by the fields marked as mandatory and are displayed to the customer on the platform.

(3) In the case of the purchase of chargeable services via the online store, the respective invoices are created automatically on the basis of the invoice data provided by the customer. Before the purchase order process is completed, the data entered is displayed again so that any necessary corrections can be made. If corrections are necessary due to incorrect data, this can lead to additional expenses, which Better linked will charge to the customer, if necessary after prior consultation, in an appropriate amount and in accordance with the legal provisions.

(4) By clicking on the checkbox "*I have read and accepted the GTC*" during the purchase process, the customer confirms that he/she has read and understood the GTC and expressly accepts these GTC.

(5) Customers have the option to print or save the text of the contract (these GTC) before concluding a contract in the online store using the browser's print function.

(6) For the purpose of transparency, it is pointed out that each order process by the customer in the online store will result in a separate contract with Better linked, which is subject to these GTC, as is the contract for the use of the platform.

6. Newsletter

Customers have the possibility to subscribe to the Better linked newsletter for free. The subscription is completed via the platform by entering the e-mail address and confirming the newsletter subscription via the link sent to the provided e-mail address. The newsletter contains appointment notices and other information about the services of Better linked. The customer can unsubscribe from the newsletter at any time free of charge. Each newsletter contains a link to unsubscribe.

7. Note on the right of withdrawal

(1) There is no right of withdrawal for B2B customers.

(2) B2C customers have the right to revoke the contract on the use of the platform as well as contracts on the purchase of additional services in the online store in writing within fourteen days from the conclusion of the contract (point 3 or 5) without giving reasons. The B2C customer will be informed about this right of withdrawal during registration as well as during the respective order process. In order to exercise the right of withdrawal, the B2C customer is obligated to inform Better linked of his decision to withdraw from the respective contract by the means of an unambiguous declaration (e.g. a letter sent by mail or an e-mail to corinna@betterlinked.eu). The B2C Customer may use the template for the withdrawal form below (point 8) for the withdrawal. The use of the template for the withdrawal form is not mandatory.

(3) To comply with the cancellation period and withdrawing from the contract, it is sufficient that the notification of the exercise of the right of withdrawing is sent before the expiry of the cancellation period.

(4) Consequences of cancellation: If the B2C customer withdraws from the contract, Better linked is obligated to repay all payments that Better linked has received from the B2C customer immediately and at the latest within fourteen days from the day on which the notification of withdrawal from the respective contract was received by Better linked. For this repayment, Better linked will use the same means of payment that the B2C customer used for the original transaction, unless expressly agreed otherwise with the B2C customer. Under no circumstances will the B2C customer be charged fees due to this repayment.

(5) If the B2C customer has requested that services be provided prior to the expiration of the withdrawal period and has confirmed prior to the commencement of the provision of services that he/she will lose his right of withdrawal upon complete fulfilment of the contract, the right of withdrawal is excluded after Better linked has provided the service.

(6) If the B2C customer has expressly agreed to the provision of digital content (e.g. videos) by Better linked before the expiry of the withdrawal period, confirms that he/she has taken note that he/she loses his/her right of withdrawal by the premature provision of the content, and if the customer has been provided with a confirmation in accordance with § 7 Abs 3 FAGG, the



right of withdrawal is also excluded after the commencement of the performance of the contract by Better linked with regard to such services.

(7) In the event of a withdrawal, the B2C customer may - depending on the service in relation to which the withdrawal is declared - be obliged to make a prorated payment for services already provided in accordance with § 16 FAGG.

(8) We would like to point out that in the case of (online) live events that are booked for a specific period of time or at a point in time prior to the expiration of the cancellation period, the right of cancellation is excluded pursuant to § 18 Abs 1 Z 10 FAGG.

8. Template: withdrawal form for B2C customers

(If you want to withdraw from the contract, you can fill out this form and send it back to us)

To Better linked e.U., Landhausgasse 2/20, 1010 Vienna, e-mail: corinna@betterlinked.eu:

I, hereby, withdraw from the contract I have concluded for the provision of the following services:

- Ordered on:
- Customer's name:
- Address of the customer:
- Signature of the customer (only if notification is made by a printed form):
- Date:

9. Special withdrawal and cancellation conditions for chargeable services

(1) **Possibility to withdraw from live events:** Notwithstanding their (possible) right of withdrawal according to point 7 of these GTC, customers have the possibility to withdraw from respective contracts free of charge at the latest 30 days before the start of the booked event or the provision of a service. If the remuneration has already been paid by the customer, the return transfer to the customer will be arranged by Better linked immediately. If a customer cannot participate in a live event himself/herself, the customer is free to name a substitute person to Better linked by e-mail, who can participate in place of the customer. In the event that a withdrawal from the contract is made 29 days or less before the start, only 20% of the payment already made will be refunded, unless the withdrawal is exercised by a B2C customer under his statutory right of withdrawal. The declaration of withdrawal must be made in writing (e.g. by e-mail) to Better linked.

(2) **Possibility to withdraw from coachings:** Please note that coaching sessions are personalized services and, therefore, not transferable to other B2C customers or individuals. Coachings must be cancelled at least 24 hours before the start. If the cancellation is not made in time, the customer will be charged the full fee by Better linked or no refund of already paid fees will be initiated. This does not apply if B2C customers make use of their legal right of withdrawal.

(3) **Possibilities for Better linked to withdraw:** Better linked is free to determine a minimum number of participants for certain services, which will be brought to the attention of the customer. In the event that the minimum number of participants is not reached, Better linked reserves the right to withdraw from the contract free of charge up to 14 days before the date of



the event by sending a written notification to the e-mail address last provided by the customer. In this case, payments or deposits already made by the customer will be immediately refunded by Better linked.

(4) The cancellation or change of appointments by Better linked does not justify any claim for damages. Excluded from this are any claims for damages by B2C customers in accordance with point 16.

(5) In the case of events for B2B customers, these must submit a list of participants to Better linked in time (at least the day before the event). The B2B customer shall ensure that the registered participants appear at the scheduled events.

10. Rules of use / Fair-use

(1) The following usage regulations apply both to the use of the general platform of Better linked, to the use of internal company platforms as well as to the use of chargeable service offers by customers.

(2) Customers are fully responsible for the content they post. Better linked does not review the content for completeness, accuracy, legality, timeliness, quality and suitability for a particular purpose.

(3) Customers may only publish content if they are in possession of the necessary rights of use for the shared content or are entitled to publish the content for other reasons.

(4) The platform, including the paid service offers of Better linked, may not be used commercially by customers unless Better linked has expressly agreed to such use in writing. Customers are prohibited from advertising products or services via the platform. Tips or recommendations for products or services that are in the context of a specific discussion remain permitted regardless.

In particular, the following activities are also considered unauthorized commercial use:

- Offers, solicitations, and carrying out activities with a commercial background, such as contests, raffles, barter, advertisements, or pyramid schemes
- any electronic or other collection of identity and/or contact data (including e-mail addresses) of members (e.g., for sending unsolicited e-mails)

(5) When using the platform, including the paid service offers of Better linked, the customer is prohibited to undertake any actions that violate applicable laws, infringe the rights of third parties or violate the principles of the protection of minors.

In particular, the following actions are prohibited:

- the posting, distribution, offer and advertising of pornographic content, services and/or products that violate the laws for the protection of minors, data protection laws and/or other laws and any other activities and contents that are fraudulent
- the publication of content that offends and/or discriminates other users or third parties on the basis of their gender, ethnic or social origin, language, religious affiliation, disability or any other characteristic



- the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third-party rights (e.g. copyrights) without being expressly authorized to do so
- the posting of personal data belonging to special categories or relating to criminal convictions and offences, see in particular the relevant point in the "Dos and Don'ts".
- If you collect such data about yourself, you give your express consent to the processing of the corresponding data (with the exception of Article 10 data) for the purpose of stress management when you collect it.

(6) Furthermore, customers are prohibited from the following activities when posting their own content on the platform and when communicating with other customers:

- the distribution of viruses, Trojans and other harmful files
- the sending of junk or spam mails as well as chain letters
- the dissemination or distribution of lewd, offensive, sexually oriented, obscene or defamatory content or communication, as well as content or communication that is likely to promote or support racism, fanaticism, hatred, physical violence or illegal acts (both explicitly and implicitly)
- harassing other participants, e.g. by making multiple personal contact attempts without or contrary to the reaction of the other participant, as well as promoting or supporting such harassment
- requesting other participants to disclose passwords or personal data for commercial or illegal purposes
- distributing and/or publicly reproducing the contents of the forum, unless you are expressly permitted to do so by the respective author or unless this is expressly made available as a functionality on the portal

(7) The customer is prohibited from any action that is likely to impair the smooth operation of the platform, in particular a disproportionately high data load on Better linked's systems.

(8) All purchased digital content can be viewed or downloaded by customers in the offered formats after a successful activation. Customers are not permitted to forward or resell the files to third parties or to copy the files for third parties. Furthermore, it is not permitted to make the files or parts thereof (e.g., individual text excerpts, images, graphics) available to third parties on the Internet, in intranets, in extranets or in any other way, whether for a fee or free of charge, or to make them publicly accessible in any other way (see also point 11).

(9) Customers are prohibited from recording and/or creating videos during and of online events. The published materials may only be used for personal use by and for the information of the customers. Any other form of use, in particular reproduction, making contents available to the public (YouTube, Internet, Intranet, etc.), duplication or processing of the provided services and/or products - whether in electronic or printed form - is only permitted with the prior written consent of Better linked (see also point 11).

(10) The customer acknowledges the "Do's and Dont's" of the platform available [here](#) and obliges himself/herself to comply with them.

(11) Better linked reserves the right to refuse the posting of content without stating reasons and/or to edit, block or remove already posted content (including private messages) without prior notice, insofar as the posting of content by the customer or the posted content itself constitutes a violation of these GTC or concrete indications exist that a serious violation of



these GTC will occur. In the case of corresponding measures, Better linked commits to take into account the legitimate interests of the customer and to take proportionate measures to avert and/or eliminate the violation.

(12) The customer is obligated to notify Better linked immediately as soon as there is a suspicion of unauthorized or improper use of a customer account. Requests will be processed by Better linked within a reasonable period of time.

(13) Violations of the above stated regulations of usage constitute an important reason for Better linked to prematurely terminate respective contracts with a customer.

11. Copyright and rights of use

(1) By registering, the customer acquires the non-exclusive right, limited in time for the duration of the contract, to use the platform free of charge for the purposes specified in the GTC.

(2) Better linked offers customers the opportunity to use the platform for the discussion of respective topics and exchange of content. By posting content, the customer grants Better linked a gratuitous, simple right of use to the respective content, in particular

- to store the contents on the server on which the platform is operated and to publish them, particularly to make them publicly accessible (e.g. by displaying the contents) and
- to process and reproduce the content, insofar as it is necessary for the publication of the respective content.

(3) Better linked has an exclusive right of use to the content communicated, shared and/or posted by users of the platform under their nicknames. This content is used in anonymized form for the creation of summaries, papers and/or for the creation and further development of Better linked's offers. In the case of cooperations with companies and - exclusively in the case of B2B customers - the data of the company-internal employees will be made available in aggregated form (without personal reference!) for the derivation of targeted offers - among others for company health management - as general information. If there is a company cooperation in your case, you will be informed separately.

(4) Better linked has the corresponding copyrights and/or rights of use to all content pieces, products, in particular videos, texts, self-coaching tips, audio recordings, articles, images and graphics, webinars or online seminars that are published. All rights to videos, webinars, texts, articles, images, graphics and layouts, which were created by Better linked, are, unless otherwise expressly regulated in these terms and conditions, exclusively entitled to Better linked.

(5) Any kind of reproduction and disclosure (sale, rental, leasing, upload to the Internet or intranet and platforms such as YouTube, etc.) of videos, webinars, texts, self-coaching tips, audio recordings, articles, images, graphics and layouts to third parties is prohibited without the explicit written permission of Better linked granted in advance. This prohibition is effective beyond the end of the contractual relationship between Better linked and the customer.

(6) Likewise, any modification of videos, webinars, texts, articles, self-coaching tips, audio recordings, images, graphics and layouts is prohibited, especially editing and further development, translation or other reworking. It is also prohibited to change or remove copyright



notices, trademarks and/or other indications of ownership or origin from the content. This prohibition is effective beyond the end of the contractual relationship between Better linked and the customer.

(7) The violation of these provisions entitles Better linked to an immediate and premature termination of the contractual relationship and to assert other legal claims, in particular for injunctive relief and/or damages.

(8) If customers delete contributions or posted content pieces from the platform, the aforementioned right of use and utilization granted to Better linked expires. This does not affect the right of Better linked to keep copies made for backup and/or verification purposes in compliance with the legal provisions. Furthermore, any rights of use to the content of a customer granted to other customers remain unaffected by the deletion.

12. Duration of contracts / termination of the contractual relationship

(1) By registering the customer, Better linked and the customer conclude a contract on the use of the platform for an indefinite period of time. The customer and Better linked are entitled to terminate this contractual relationship at any time, whereby the right of termination on the part of Better linked is subject to compliance with a notice period of two weeks. The right of the parties to dissolve the contract with immediate effect for an important reason or extraordinary termination remains unaffected by this. A right to terminate the contract with immediate effect exists in particular if provisions of these GTC have been intentionally violated and/or prohibited actions have been committed intentionally or negligently.

(2) With regard to chargeable products and services with a minimum contract period, the contractual relationship between Better linked and the customer ends with the expiry of the agreed minimum contract period without the need for a declaration by the customer or Better linked. This does not affect the right for an extraordinary termination or for prematurely terminating the contract with immediate effect due to an important reason.

(3) Cancellations and contract terminations by the customer must be made in writing (e.g. by e-mail) to Better linked. Please send this to the contact details provided at <https://www.betterlinked.eu>. Cancellations and contract terminations by Better linked shall be made in writing by e-mail and sent to the e-mail address last provided by the customer.

13. Prices, payment processing and payment due date

(1) The prices for chargeable services of Better linked are listed in the respective product description. Unless otherwise stated in the product description, the prices stated are total prices that include the statutory value added tax. Any expenses and special services will be charged separately.

(2) Invoices are sent to the customer by Better linked in the form of a PDF document to the last e-mail address provided by the customer, unless expressly agreed otherwise.

(3) Customers shall receive an invoice for the agreed remuneration after an order has been placed. For B2C customers, the monetary amount stated in the invoice is to be paid within 14 days of receipt of the invoice, unless expressly agreed otherwise. Earlier payment may be



necessary in the case of short-term bookings of events and coachings insofar as access to the respective services is generally only activated after receipt of payment.

(4) Regarding payment transactions with B2B customers, a written payment term is agreed upon depending on the offer. Usually, a monthly payment is agreed for the cooperation with Better linked. For special projects, Better linked is entitled to issue interim invoices following the respective progress of the project. The down payment of 30% of the total amount (order volume) is due upon conclusion of the contract. Unless expressly agreed otherwise, B2B customers have a payment term of max. 7 days from receipt of the invoice. Deductions and discounts are not agreed.

(5) The possible payment methods for the processing of the purchase of services of Better linked vary depending on the offer and service. The customer will be informed about the payment methods available for the specific purchase during the ordering process and before sending the order.

(6) The payment method available in the online store is generally the processing of payments via the payment service provider Stripe Payments Europe Ltd, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland ("**stripe**"). Payment via Stripe is made by entering your credit card details. We accept common credit cards. When processing payments via stripe, customers are responsible for any fees incurred for chargebacks due to lack of account coverage or due to providing the wrong bank account information.

(7) Unless otherwise expressly agreed or stated, access to services of Better linked that are subject to a charge, is dependent on receiving the payment made in advance by the customer.

14. Delivery / Time of performance / Providing access

(1) The services that customers use via the platform comprise services and digital content only. Physical goods are not shipped.

(2) For virtual products such as downloads or online courses, customers are given the option of downloading via their account area (or a link via e-mail). Customers can access the booked online courses via their own personal account area.

(3) The date and time of performance/service is defined by the initial activation of the respective access to the content after the customer's order. After this activation, customers have access to the service for the respective contractually agreed upon period.

15. Warranty / Support

(1) The information provided to the customer by Better linked within the scope of the contractual services offered has been carefully considered and checked by Better linked.

(2) For contributions or links to pages of third parties, which are provided or published by other customers in the platform, the following applies: all customers of the platform undertake to comply with the rules of use according to point 10 by accepting these GTC. In individual cases, however, Better linked will not carry out any moderation or control. Better linked assumes no liability for the accuracy, completeness and timeliness of contributions and links to third-party sites published by other customers.

(3) The customer is solely responsible for critically examining all content made available on the platform and for assessing on his own responsibility whether this generally prepared content is also suitable for his specific situation and living conditions.

(4) The statutory warranty rights apply. B2C customers are hereby expressly advised of the existence of such rights.

(5) In case of any questions regarding the use of the services or in case of technical problems, the customer may contact info@betterlinked.eu. Support is provided for customers via e-mail or via the platform.

16. Limitation of liability

(1) Better linked is liable to customers for damages - except for personal injuries - only in the case of gross negligence (intent or gross negligence). This also applies analogously to damages caused by third parties engaged by Better linked. Any further liability of Better linked, in particular for slight negligence (except in relation to personal injury), atypical damage, loss of profit, damage caused by defects, indirect and consequential damage and damage to third parties is excluded.

(2) Claims for damages by the B2B customer may only be asserted in court within six months of knowledge of the damage and the damaging party, but no later than two years after the event giving rise to the claim.

(3) In each case, the B2B customer must provide evidence that the damage is due to Better linked being at fault.

(4) If Better linked provides services with the assistance of third parties (agents) and warranty and/or liability claims arise against these third parties in this context, Better linked assigns these claims to the B2B customer. In this case, the B2B customer will give priority to these third parties.

(5) Better linked assumes no liability for damages incurred by a customer due to the misconduct of another customer or another third party, who does not act as a vicarious agent for Better linked, in connection with the use of the platform or with content shared or published by them. The customer is expressly requested to report misconduct of other customers to Better linked immediately. Better linked reserves the right to immediately exclude individual customers in the event of non-contractual or abusive use of the platform (in particular in the event of violations of point 10 of these GTC).

(7) **Important note:** Using the platform or consuming other offers does not replace any necessary medical advice in individual cases. In this respect, you act at your own risk. In case of doubt, please always consult a doctor or medically certified/trained individuals about your specific individual case.

17. Blocking of access

Better linked reserves the right to temporarily or permanently block the access of customers to the platform, if there are concrete indications that the customer violates or has violated these



GTC and/or applicable law or if Better linked has another justified, substantial interest in the blocking. When deciding on a blocking, Better linked commits to reasonably consider the legitimate interests of the affected customer.

18. Privacy and data protection

(1) In connection with the use of services of Better linked, personal data of the customers (e.g. name, e-mail address) are partly processed. Better linked commits to comply with the legal regulations of data protection, in particular the DSGVO.

(2) Customers can access more detailed information on privacy and data protection at any time in the data protection notices [here](#).

19. Final clauses and miscellaneous

(1) The customers and Better linked confirm that they have provided all information in the contract conscientiously and truthfully and commit to notify each other of any changes without delay.

(2) Amendments, supplements and ancillary agreements to these GTC must be made in writing to be effective. This shall also apply to any agreement to deviate from this formal requirement. In the event of contradictions between these GTC and deviating written agreements between the respective parties, the provisions of the deviating agreements shall prevail.

(3) In the relationship with B2B customers, each party shall bear any taxes, duties or charges arising for it from the contractual relationship.

(4) The rights arising from these GTC may not be passed on or assigned to third parties without the written consent of Better linked. This excludes the assignment of claims of a B2C customer to an association named in § 29 KSchG.

(5) All disputes between Better linked and customers shall be governed exclusively by Austrian law, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods. This does not apply to B2C customers, insofar as a B2C customer would thereby be deprived of the protection granted by the mandatory provisions of the law of the state of the habitual residence of the B2C customer.

(6) For all disputes between Better linked and B2B customers, the parties agree on the exclusive jurisdiction of the court having subject-matter jurisdiction for Vienna. For all disputes between Better linked and B2C customers, the statutory places of jurisdiction apply.

(7) Unless otherwise agreed in writing, the place of performance for contractual services of Better linked shall be its registered office.

Last modified 10.06.2024

All designations (chosen here in the masculine form), apply to all genders.