

Terms of Use

General Information

Welcome to CENTROPIX. This website and the services offered are offered by CENTROPIX GmbH, Münkafeld 1, 6800 Feldkirch, Austria, represented by the managing director Ms. Sabrina Gleim, email: office@centropix.com (hereinafter: provider).

We reserve the right to change these terms of use from time to time. Such changes will take effect immediately as soon as they are published on the website. It is your responsibility to periodically review these Terms of Use.

1. Scope

- (1) By visiting the website, you (the „user“) accept the following terms of use. Please read these terms of use carefully. If you do not accept these terms and conditions, please do not use the website.
- (2) These terms of use apply exclusively. The user's terms of use or terms and conditions do not apply, even if the provider has not separately objected to their validity in individual cases.

2. Subject matter and scope of the license agreement; Blocking access

- (1) The provider offers you the opportunity to find out about the services it offers via its website.
- (2) The provider can block your access to its platform at any time and without prior notice:
 - (i) If the provider suspects that you are using your account in disregard of these terms of use,
 - (ii) for legitimate safety or maintenance reasons.
- (3) The provider can link the use of the website or individual functions or the extent to which individual functions can be used to certain requirements, or make it dependent on the submission of certain proofs (e.g. identity and / or proof of residence)..

3. User Obligations

- (1) You are prohibited from violating the rights of third parties, harassing third parties or otherwise violating applicable law or morality when using the website of the provider. In particular, you undertake to refrain from the following actions:
 - Dissemination of statements with insulting, harassing, violent, violent, seditious, sexist, obscene, pornographic, racist, morally reprehensible or otherwise offensive or prohibited content;
 - Insulting, harassing, threatening, frightening, slandering, embarrassing other customers, employees or sales partners of the provider;

- Spying on, passing on or disseminating personal or confidential information of other customers, sales partners or employees of the provider or other disregard for the privacy of other customers, employees or sales partners of the provider;
 - Dissemination of false claims about race, religion, gender, sexual orientation, origin, social status of other customers, employees or sales partners of the provider;
 - Spying on, passing on or disseminating confidential information of the provider;
 - Dissemination of false claims about the provider;
 - Pretending to be an employee of the Provider or of an affiliated company or partner of the Provider;
 - Use of legally protected images, photos, graphics, videos, pieces of music, sounds, texts, brands, titles, designations, software or other content and labels without the consent of the rights holder (s) or permission by contract, law or regulation;
 - Dissemination of statements with promotional, religious or political content;
 - Using prohibited or illegal content;
 - Exploiting errors in programming (so-called bugs);
 - Taking measures that lead to an excessive load on the server and / or can massively impair the process for other customers;
 - Hacking or cracking and promoting or encouraging hacking or cracking;
 - Disseminating counterfeit software and promoting or encouraging the dissemination of counterfeit software;
 - Uploading files that contain viruses, Trojans, worms or corrupted data;
 - Use or distribution of “auto” software programs, “macro” software programs, or other “cheat utility” software programs;
 - Modifying the service or parts of it;
 - Use of software that enables so-called „data mining“ or intercepts or collects information related to the service in some other way;
 - Interfering with transmissions to and from the service servers and the website servers;
 - Intrusion into the service, data server or website server.
- (2) The provider points out its domiciliary rights with regard to the use of its Internet offer and expressly reserves the right to extraordinary termination of the user contract if one of the obligations regulated in (1) or any other applicable law is violated during use.

4. Availability; System failures; Technical requirements for use

- (1) The user's claim.
- The provider's website is only available within the framework of the current state of the art. The provider temporarily restricts its services if this is necessary with regard to capacity limits, the security or integrity of the server or to carry out technical measures, and this serves the proper or improved provision of the services (maintenance work). In these cases, the provider takes into account the legitimate interests of the user, such as B. through advance information.

- (2) If an unforeseen system failure hinders the use of the website, the users will be informed in a suitable form.
- (3) Access to the website is only possible via a browser running on a computer or mobile device with an internet connection. Other access methods are not supported. In order to be able to use the website of the provider to the full extent, the user must use the latest (browser) technologies or enable their use on his computer (e.g. activation of Java script, cookies, pop-ups). When using older or not commonly used technologies, the provider's website may only be of limited use. It is expressly pointed out that the display and printouts of the data displayed on the website may differ from the screen display due to individual hardware or software configurations, as well as the Internet connection of the user is in his own area of responsibility, without the provider having any influence or responsibility for it Has.

5. Privacy

The provider collects and processes the personal data of the users exclusively in compliance with the relevant legal provisions, in particular the GDPR and the BDSG-new. The user can find information on the processing of personal data by the provider in its data protection declaration.

6. Limitation of Liability

- (1) The provider cannot be held responsible for incorrect information in the user's registration. It follows from this that the provider cannot accept any liability for the correctness of this information and that the content of the user secured by the provider is third-party information for the provider within the meaning of the applicable telemedia law.
- (2) The provider is not liable for the occurrence of any desired success that the user wishes to achieve by using the website.
- (3) Apart from that, the provider is only liable for damage resulting from willful or grossly negligent behavior, with the exception of injury to life, limb and health and the breach of essential contractual obligations (cardinal obligations). This also applies to indirect consequential damage such as, in particular, lost profit.
- (4) Except in the case of willful or grossly negligent behavior or damage resulting from injury to life, limb and health and the violation of essential contractual obligations (cardinal obligations), the amount of liability is limited to the damage that is foreseeable at the time the contract was concluded. This also applies to indirect consequential damage such as, in particular, lost profit.
- (5) As far as the liability of the provider is excluded or limited, this also applies in favor of the personal liability of the legal representatives, executives and simple vicarious agents of the provider.

7. Miscellaneous

a) Trademark and Copyright

- (1) In relation to you, the provider is the sole legal owner of the reproduction, distribution, processing and all copyrights as well as the right to the intangible transmission and reproduction of its website as well as the individual content it contains, services of the otherwise developed services and property rights. The use of all services and the content, materials as well as brand and trade names (such as the names of the provider and the associated logo) contained therein is only permitted for the purposes stated in these terms of use. Use without the express permission of the provider constitutes a violation of these terms of use and can lead to a blocking.
- (2) You retain all rights to the content you upload and you are solely responsible. The provider only receives all necessary rights to this content in connection with the publication and use of the content on its website.
- (3) Violations of the copyright, trademark or other ancillary copyrights will be punished by the provider and the provider reserves the right to delete or deactivate content for which a corresponding violation has been reported at its own discretion and the profiles of To block repeat offenders

b) No guarantee / change; Restriction of the services of the provider; Transfer to third parties

- (1) Your access to the website and the Services provided by the provider are at your own risk.
- (2) The provider has the right to make changes to the website and the services it offers without prior notice or liability.
- (3) The provider reserves the right to restrict the use of the services if the provider is of the opinion that you are violating contractual obligations or the law or are otherwise misusing the services.
- (4) The provider does not guarantee
 - (i) that it is legal within the jurisdiction responsible for you under your national law that you use or advertise the services of the provider or participate in any activities of the provider;
 - (ii) that access to the website of the provider works at all times without errors or disruptions, on time or safely, and that disruptions are rectified;
 - (iii) that information published on the website is complete, correct or reliable;
- (5) The provider reserves the right to transfer, assign, sub-license or pledge its business operations, individual assets from this or individual rights and obligations from this user contract in whole or in part without prior notice, provided that the third party also agrees to the holds applicable contract law and other law.

c) Agreements with third parties

From time to time, the provider makes agreements with third parties who represent external service providers and who provide the provider and you with the software / technology / IT for products or services. You undertake to comply with the terms and conditions and guidelines of these third parties, provided they are activated on the website of the provider or linked to the respective website of the third party. These terms and conditions are subject to change at any time.

8. Applicable law and place of jurisdiction; Final provisions

- (1) Your legal relationship with the provider is subject to the law of the Federal Republic of Germany to the exclusion of the UN sales law. Mandatory provisions of the state in which you have your habitual residence remain unaffected. Hamburg, Germany, is agreed as the place of jurisdiction, insofar as there are no compelling statutory regulations to the contrary.
- (2) The provider is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board.
- (3) Should individual provisions of these terms of use be or become ineffective or unenforceable, the validity of the general terms of use and the usage contract shall otherwise remain unaffected. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the ineffective or unenforceable provision.