

**KOMPaaS.tech GmbH**

**Agreement on the use of the "MyKOMPaaS Account" web service**

Agreement on the use of the "MyKOMPaaS Account" web service

1. Terms.....	3
2. Subject of the Agreement .....	3
3. Registration data and security .....	4
4. Rights and obligations of the parties .....	4
5. Prohibited use of MyKOMPaaS Account .....	5
6. Exclusive rights to the content posted in MyKOMPaaS Account.....	5
7. Other conditions .....	6
8. Termination of this Agreement .....	6

## Agreement on the use of the "MyKOMPaaS Account" web service

### 1. Terms

1.1. **Operator** – KOMPaaS.tech GmbH, which operates in accordance with the Austrian Republic legislation, the rules for the provision of communication services and the terms of the issued licenses.

1.2. **Subscriber** - a legal entity, an individual entrepreneur or an individual who has entered into an Agreement with the Operator on the provision of communication services.

1.3. **User** - an individual person, acting on his own behalf, or an individual representing the interests of an organization who has not entered into an Agreement on the provision of communication services with the Operator.

1.4. **The Owner of the MyKOMPaaS Account** - the person declared by the Subscriber or the User as the owner of the MyKOMPaaS Account. The Owner of the MyKOMPaaS Account creates, changes and deletes other Users, assigns them access rights to the MyKOMPaaS Account.

1.5. **MyKOMPaaS Account** – an individual page of the Subscriber created and maintained by the Operator on the Internet site [www.kompaas.tech](http://www.kompaas.tech) containing the name of the Services, the cost, the method of payment (prepayment or post-payment), the amount of the credit limit, statistical information about the volume of Services received and the current Balance of the Billing Account. On this page, the Operator places Proforma Invoices for Services, Certificates and Invoices, information about connected services, special notifications of the Operator to the Subscriber, as well as other information posted in accordance with the terms of the Agreement.

1.6. **Password** – identification alphanumeric code for access to the MyKOMPaaS Account.

1.7. **Registration** – a process consisting of the following steps:

- The User fills out the registration form on the website [www.kompaas.tech](http://www.kompaas.tech) or the Operator registers the Subscriber in the MyKOMPaaS Account of the User;
- The Operator sends an email to the User's or Subscriber's email address containing a link to activate the account in the MyKOMPaaS Account;
- The User or Subscriber clicks on the link, enters a username and sets a password. After that, the registration process in the MyKOMPaaS Account is considered completed.

1.8. **Authorization in the MyKOMPaaS Account** – the Subscriber or User enters the login and password from the MyKOMPaaS Account in order to use the self-service services available within the MyKOMPaaS Account.

### 2. Subject of the Agreement

2.1. The Operator provides the User or Subscriber with access to the MyKOMPaaS Account for the purpose of self-service and prompt resolution of issues related to the provision of communication services.

2.2. After Registration, the Subscriber can independently manage the services and use the

Agreement on the use of the "MyKOMPaaS Account" web service KOMPaaS.tech GmbH  
services available in the MyKOMPaaS Account. After Registration, the User gets trial access to  
the MyKOMPaaS Account and the opportunity to join the Communication service offer.

2.3. The fact of Registration in the MyKOMPaaS Account means the full and unconditional acceptance by the Subscriber or User of the terms of this Agreement from the corresponding point in time.

### **3. Registration data and security**

3.1. By registering in MyKOMPaaS Account and joining the Offer for communication services, the User undertakes to provide accurate, current and complete information about himself, which can be requested by filling out the registration forms for concluding the Communication service offer.

3.1.1 During the registration procedure, there is a procedure for identifying users, in particular for individuals an identification procedure using the service provided by Authenteq is used.

3.2. The User and the Subscriber undertake to update registration data and personal information that is provided during registration to ensure its accuracy, relevance, completeness and reliability.

### **4. Rights and obligations of the parties**

#### **4.1. The Operator shall:**

4.1.1. Provide the Subscriber or User with the ability to access the MyKOMPaaS Account. Access to the MyKOMPaaS Account is provided from the moment of registration in the MyKOMPaaS Account. In the event of a temporary suspension of the provision of the Services, the MyKOMPaaS Account remains available to the Subscriber or User during the term hereof for communication services.

4.1.2. Neither disclose nor transfer information to third parties about the Subscriber, the Owner of the MyKOMPaaS Account, the User and their operations in the MyKOMPaaS Account, except as provided by the current legislation of the Austrian Republic.

#### **4.2. The Operator may:**

4.2.1. Refuse to grant the Subscriber or the User access to the MyKOMPaaS Account in case of violation of their obligations.

4.2.2. Make changes in MyKOMPaaS Account in connection with the introduction of new products and services, as well as provide access to new services without prior notice to the Subscriber or the User.

4.2.3. Carry out the necessary preventive or other work at any time at its own discretion, with or without prior notice to the Subscriber and the User, while MyKOMPaaS Account or its services may be partially or completely unavailable at any time due to preventive or other work or for any other technical reasons.

4.2.4. At its sole discretion, change and / or supplement this Agreement at any time without prior and / or subsequent notice to the Subscriber and the User. Changes to the Agreement will be published on this page. Further use of the MyKOMPaaS Account after any such changes means that the Subscriber or the User agrees to such changes and / or additions.

**4.3. The Operator is not responsible:**

4.3.1. For the consequences of unauthorized use of the MyKOMPaaS Account by third parties, which occurred not through the fault of the Operator.

4.3.2. For direct or indirect damage incurred by the Subscriber as a result of errors, omissions, interruptions in operation, changes in functions, defects, delays in operation that occurred not through the fault of the Operator.

**4.4. The Subscriber or User shall:**

4.4.1. Provide at its own expense access to the Internet, as well as setting up and protecting against unauthorized use of equipment, as well as respond promptly if cases of such use are detected.

4.4.2. Be responsible for the safety of the password to the MyKOMPaaS Account and for losses that may arise due to unauthorized use of the password.

4.4.3. Should the Subscriber or User lose its password or suspect that unauthorized person used login/password, the Subscriber or User shall immediately change the password.

4.4.4. Accept full responsibility for all requests and actions taken through the MyKOMPaaS Account that took place after Registration in the MyKOMPaaS Account, including for all actions of the Owner or the User of MyKOMPaaS Account.

4.4.5. Accept full responsibility for any violation of the obligations established by this Agreement, as well as for all the consequences of such violations (including any losses or damage that the Operator may incur).

4.4.6. Not use the services of the MyKOMPaaS Account to perform any actions contrary to the current legislation.

4.4.7. Comply with the terms of this Agreement or immediately refuse to use the MyKOMPaaS Account.

**4.5. The Subscriber or User may:**

4.5.1. Use the MyKOMPaaS Account in accordance with the terms of this Agreement.

4.5.2. Should the Subscriber or the User have any complaints or requests related to the provision of the services of the MyKOMPaaS Account, issue a corresponding application.

**5. Prohibited use of MyKOMPaaS Account**

5.1. Under this Agreement, the Subscriber or the User in the MyKOMPaaS Account shall not:

5.1.1. Use the MyKOMPaaS Account in any way that may interfere with the established functioning of the MyKOMPaaS Account and its services.

5.1.2. Use automated scripts (programs) to collect information and / or interact with MyKOMPaaS Account and its services.

5.1.3. Register in MyKOMPaaS Account on behalf of an organization or a person that is not existing.

5.1.4. Upload any files that contain or may contain viruses and other malicious programs.

5.1.5. By hacking, try to gain access to someone else's account against the will of the person to whom it belongs.

## **6. Exclusive rights to the content posted in MyKOMPaaS Account**

6.1. All objects placed in the MyKOMPaaS Account, including design elements, text, graphics, illustrations, videos, scripts, programs, animations and other objects and their collections (hereinafter referred to as Content), are the objects of the exclusive rights of the Operator, all rights to these objects are reserved.

6.2. Except for the cases established by this Agreement, as well as the current legislation, no Content may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part, without the prior permission of the copyright holder, except in cases where the copyright holder has explicitly expressed his consent to the free use of the material by any person.

## **7. Other conditions**

7.1. In the event of force majeure circumstances that directly or indirectly prohibit or hinder the performance of its obligations, the Operator shall be released from liability for non-performance or improper performance of its obligations.

## **8. Termination of this Agreement**

8.1. The terms of this Agreement are valid until one of the parties declares its intention to withdraw from the Agreement.

8.2. The Operator may suspend the use of the Subscriber or the User of the MyKOMPaaS Account without warning in the event of termination of the contract for the provision of communication services.

8.3. The Operator may suspend the User's use of the MyKOMPaaS Account without warning in case of violation of the terms of this Agreement.