

Terms of use

1§ Scope and Subject Matter of these General Terms and Conditions

1. All of the following provisions refer to the betriebsurlaub.com platform, including software („betriebsurlaub.com-Software“) and the associated services (hereinafter also referred to as „betriebsurlaub.com -platform“), which are offered by trusted consulting service gmbh Wien („betriebsurlaub.com“), under various web domains (including betriebsurlaub.com, betriebsurlaube.com, betriebsurlaube.at, betriebsurlaube.de, betriebsurlaub.ch, betriebsurlaube.ch, betriebsurlaub.info, betriebsurlaube.info, betriebsurlaub.org, sorry-out.com, sorryout.com, chiosoperferie.at, giornofestivo.com, fermetureannuelle.com, vacacionesdelaempresa.com, worksholidays.com, companyholidays.info, scmrisc.co,mbetriebsurlaub.eu, betriebsurlaube.eu, betriebsurlaub.io) to its clients („Accounts“) **PUBLISHER und SEARCHER which are both referred as users** of our service.
2. These provisions define the conditions, under which users may use the betriebsurlaub.com-platform. For all users of the betriebsurlaub.com-platform these General terms and Conditions (GTC“) apply exclusively.
3. Any licensing conditions or the general terms and conditions from the User are not a part of the contract even if betriebsurlaub.com does not explicitly object to them or if betriebsurlaub.com, without reservation, provides the contractual services to the User without knowledge of any contradictory or deviating terms of the User.
4. Companies, which do not fully register as users of betriebsurlaub.com or do not accept the GTCs will not be authorized to use the platform.

§ 2 Platform/Availability

1. betriebsurlaub.com offers an Internet-based information service that provides users with functionalities and/or software for the search or publication of information. betriebsurlaub.com offers its user a software-based tool to publish content (company holiday dates) as well as software to search for this information in our database (e.g. firm data bank). This enables companies to easily find necessary information.
2. In 2018 the membership is in general free for all user profiles. All **membership will stay regular memberships in 2019 and will then be charged automatically with € 99,00/year** in advance.
3. Only **2 kind of membership accounts will further stay for free**. Publishers who stay registered and publish that they have no working holidays/absences as well as Searchers who have less than 5 joins/year will not be charged.

4. betriebsurlaub.com shall endeavor to make the betriebsurlaub.com platform available without any significant interruptions. It is explicitly indicated, however, that unlimited availability is not guaranteed by betriebsurlaub.com due to, for example, maintenance work. In particular, betriebsurlaub.com is not responsible for downtime due to technical or other problems outside of betriebsurlaub´s control (e.g. force majeure, third-party culpability, etc.). Depending on the state of technology, errors in programs cannot be ruled out even when great care has been taken.
5. betriebsurlaub.com assumes no guarantee or responsibility for the accuracy of the communication between users made on our platform. This applies, for example, to the data transmitted by users (such as published dates, published contact persons).
6. betriebsurlaub.com cannot promise or guarantee the correctness of the information provided to any User.

§ 3 User Obligations

1. **The user bears sole responsibility for the content provided in an account profile or for any communication referring to it. All user´s information must be truthful.** Statements made by or actions of users are not attributable to betriebsurlaub.com, unless betriebsurlaub.com actively associates itself with them in a specific case. The User is not permitted to upload sexual, pornographic, immoral, politically radical or otherwise illegal content. In particular, the User bears sole legal responsibility for the content the User submits. All documents, information and data submitted must be lawful (e.g. compliant with child protection laws, General Equal Treatment Act) and free from the rights of third parties (copyrights, ancillary copyrights, trademarks, personality rights, or other rights) Setting up or managing profiles for third parties is prohibited
2. Each User is obliged to confidentially handle any emails and other messages or data from other users that the User receives in connection with the use of the betriebsurlaub.com platform, and not to make this accessible to third parties without the consent of the author / creator.
3. The User shall retain an up-to-date backup copy of all its offers and information placed on the betriebsurlaub.com platform (e.g. information sent to third parties via the betriebsurlaub.com platform), which can help enable as complete as possible a reconstruction of the database with as little effort as possible in the event of a system outage.
4. Any use of the betriebsurlaub.com platform for a reason other than the intended purpose is not permitted. In particular, collecting or saving data from the database, as well as using data in full, in part or extracts thereof online, for the commercial exploitation of addresses or as a basis or aid for compiling or adding to participant, address or other directories, or reading the databases online for the aforementioned purposes or for other commercial purposes is prohibited.

5. The User is not permitted to use mechanisms, software or scripts in connection with the use of the betriebsurlaub.com platform, as well as blocking, overwriting, modification, copying, especially copying through the use of robot/crawler search engine technologies. The User may, however, use the interfaces or software that is provided to the User as part of the betriebsurlaub.com platform.
6. The User shall refrain from any action that is likely to negatively impact the functionality of the betriebsurlaub.com infrastructure, especially by overloading such infrastructure
7. The user who register as a „PUBLISHER“ accepts that he will use the platform solely to announce or publish only truthful information. With acceptance of these „GTC“ he also accepts the yearly advanced payment of 99,00 for the use of the platform.
8. The user who register as a „SEARCHER“ accepts to use the platform only for the purpose of using queries only for his company and to inform betriebsurlaub.com about any relevant changes. With acceptance of these „GTC“ he also accepts the yearly advanced payment of € 99,00 for the use of the platform.

§ 4 Limitations of Liability

1. The following provisions on the limitation of betriebsurlaub.com´s liability apply to all claims for compensation and liability cases regardless of the legal basis, (e.g. delay, impossibility, breach of duty, impediment, unpermitted action, etc.) except for:
 - Claims by the User due to damage resulting from harm to life, limb and health;
 - Rights and claims of the User in the case of fraudulent concealment of defects by betriebsurlaub.com or due to a lack of a quality for which betriebsurlaub.com has provided a guarantee;
 - Claims and rights of the User that are based on intentional or grossly negligent conduct by betriebsurlaub.com, or by betriebsurlaub.com´s legal representative or vicarious agents; and
 - Claims by the User pursuant to the Product Liability Act

For the above exceptions, statutory provisions shall apply.

2. In the case of damages caused by slight negligence, betriebsurlaub.com is only liable in the case of the infringement of cardinal obligations, i.e. obligations that must be fulfilled in order to achieve the contractual purpose or upon the compliance with which the contractual partner can regularly rely. In the case of the infringement of cardinal obligations, betriebsurlaub.com´s liability is restricted to compensation for the typical damages foreseeable by betriebsurlaub.com upon the conclusion of the contract. Otherwise, the liability

of betriebsurlaub.com is excluded if the cause of the damages is caused by slight or simple negligence.

3. The liability for errors that already existed upon the conclusion of the contract is excluded for betriebsurlaub.com, regardless of culpability, in the case of tenant/landlord and similar user relationships. Betriebsurlaub.com's liability is also excluded in the case of indirect or consequential damages.
4. The liability of betriebsurlaub.com per claim amounts to a maximum of the contracted yearly fee. (€ 99,00)
5. If and to the extent that betriebsurlaub.com's liability is excluded or limited, this also applies to the personal liability of betriebsurlaub.com's founders, employees, workers, colleagues, representatives, subcontractors and agents.

Betriebsurlaub.com may in no way be liable for any kind of loss, injurees, damages or any kind of failure, the non-usability or interruption of the service, or part of the service.

§ 5 Owner & Rights

As long as not otherwise agreed betriebsurlaub.com is the owner of the published text and picture. It is forbidden to publish those contents partially or at all , to produce or to use those for any reason.

§ 6 Links

All links on the published webpages service to inform our business partners. We take no responsibility for the published content or any statements published. The use of al link is the sole risc of those who use it.

§ 7 Conclusion of Contract and Costs for Candidates

1. The contract for a free basic membership until end 2018 is concluded upon the companies successfully registering with betriebsurlaub.com. If the company wants to continue the service in 2019 or longer no further activities have to be set. The membership will continue automatically if the contract has not been cancelled.
2. After the 1st online registration and the final company registration (including the acceptance of our GTC) betriebsurlaub.com will immediately confirm the registration per e-mail.
3. This mail informs you about your kind of registration (SEARCHER or PUBLISHER) the kind of membership (FREE, BASIC, PLUS) our invoicing

as well as a link to our the CTGs. This mail can be printed as order confirmation.

4. The contract text and these General Terms and Conditions are not saved on a customer-specific basis. You can, however, access the most important information about your contract (term, price, information about termination) under "My Account" under "Membership". The General Terms and Conditions can also be accessed on betriebsurlaub.com website and printed and saved using the corresponding web browser functions.
5. Both parties have the right to terminate the contract for free membership at any time. Ordinary termination by betriebsurlaub.com becomes effective three days after receipt of termination notice, with terminations by the Candidates taking effect immediately after receipt of termination notice. If the Candidate desires to terminate the contract, an email sent to billing@betriebsurlaub.com, or the deletion of the profile are sufficient.

§ 8 Data privacy

By accepting our "GTC"s the User agree that their data will be provided to and used use by other business partners who have also accounts on our data base.

§ 9 Contract place

The contractual relationship between betriebsurlaub.com and the respective User is governed by the law of the Austria to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all disputes arising from the contractual relationship between the User and betriebsurlaub.com is Vienna.

§ 10 Severability clause

The inadmissibility or inefficacy of parts of the regulations outlined in these terms and conditions do not affect the validity of any purchase.

§ 11 Revision of the General terms and Conditions "GTC"



betriebsurlaub.com may at any time, without any pre-information, revise these conditions or finalize this contract. Any changes of the terms and conditions "GTC" will become effective 2 months after publication on this website.

End of the General Terms and Conditions (Version: September 2018)