

# General Terms and Conditions (GTC)

## Version 3.0

### Authoritative Language

These General Terms and Conditions have been originally drafted in the German language. The English version is provided for convenience purposes only and may contain translation inaccuracies. In the event of any discrepancies, inconsistencies, ambiguities or deviations between the German and the English version, the German version shall exclusively prevail and be legally binding.

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## 1. General Customer Terms and Conditions

### I. CUSTOMER OR USER?

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#### § 1.1 Who is the "customer"?

(a) "Customer"

- i. is the organization that you have chosen by agreeing to these Terms (the "Customer Terms"); or
- ii. you are yourself if you are not formally affiliated with an organization and *Agree to customer terms* .

(b) If you have created an account (the "Customer Account") and subscribed to a plan, your organization is the *customer*. Customer may modify and reassign permissions with respect to the Account, including your own permission, and exercise any other rights under the *Customer Terms*

#### § 1.2 As a Customer. If you want to use the *Customer* describe these *Customer Terms and Conditions* Your rights and obligations when using our website [www.vrasqa.com](http://www.vrasqa.com), [www.missionacoustic.com](http://www.missionacoustic.com)

and all services made available to its subdomains (the "Website"), including all components and functions associated with such services (the "VRASQA Services", the "MISSIONACOUSTIC Services"). You acknowledge that you *have read and understood* the *Customer Terms* and agree to be bound by the *Customer Terms* and the obligations contained therein.

#### § 1.3 As a "user". If you are listed as "Users" at a work area that is used by or for a *Customers* , the Terms of Use govern their access to and use of the *VRASQA Services*, the "MISSIONACOUSTIC Services") (the "Terms of Use").

#### § 1.4 "We", "our" and "us". "We", "our" and "us" refers to the terms and conditions set out in § 15.1 (together with the *Customers*, the "Parties").

### II. OUR AGREEMENT WITH YOU

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#### § 2.1 The contract.

- (a) These *Customer Terms* form part of a binding contract between us and the *Customers* (the "Agreement"). All
  - i. General user codes on our *website*, if any;

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- ii. *Order Forms and Online Forms* (as defined below); and
  - iii. provisions in a customer-specific addendum applicable to the *customer* ,
- are an integral part of these *customer terms and conditions* in the current version and, together with them, form the components of the *contract*.
- (b) Customer further agrees to comply with the most recent version of the Privacy Policy set forth below, which is incorporated herein by reference. If, after being notified of a change to the Privacy Policy, Customer accesses the *VRASQA-MISSIONACOUSTIC Services* or continues to provide access to *Authorized Users* (as defined below),
- the Customer *confirms* that he/she has read, understood and agrees to the Privacy Policy as amended from time to time.

### § 2.2 Other agreements and order of precedence.

- (a) Except as otherwise expressly agreed in this *Agreement* or in writing between the *parties*, this Agreement contains all provisions applicable between the *Customer* and us and supersedes all prior or oral agreements between the *Customer* and us.
- (b) Notwithstanding § 2.2(a), certain aspects of *Customer's use of the VRASQA-MISSIONACOUSTIC Services* may be subject to additional agreements. If the *customer* receives an offer for such use, he will be informed of any additional terms and conditions and may agree to them in order to be able to use the additional services, which will then be incorporated into the contract by reference . Some of the additional terms and conditions are set out on our website.
- (c) In the event of a conflict between the various elements of the *Agreement*, they shall apply in descending order as follows:
  - i. any provisions in a custom addendum applicable to Customer ;
  - ii. any *Order Form* (as defined below);
  - iii. these *Customer Terms*; and
  - iv. the User Code, if any.

### § 2.3 Your agreement on behalf of the customer. By

- (a) creating a workspace, i.e. an online digital space where a group of logged-in *users can access the VRASQA-MISSIONACOUSTIC services* (the "Workspace");
- (b) Inviting *users* to the *workspace*; or
- (c) Use or authorize the use of the *Workspace* upon notification of a change to these *Customer Terms*, confirm your understanding of the then-current *Agreement* and agree to the *Agreement* on behalf of the *Customer*. Please ensure that you have the necessary power of representation to enter into the *contract* on behalf of the *customer* before proceeding. We reserve the right to request further information or documentation from the *Client* to confirm your power of representation and to cancel the *Client's* registration (*as defined below*) if, in our sole discretion, we deem such information or documentation to be insufficient.

### § 2.4 Validity and Changes.

- (a) As our business evolves, a change to these *customer terms* may also be necessary.
- (b) The *Customer* may view the current version of the [www.VRASQA.com/terms](http://www.VRASQA.com/terms) [www.MISSIONACOUSTIC.com/terms](http://www.MISSIONACOUSTIC.com/terms) at any time.
- (c) Changes to the *Customer Terms and Conditions* will be effective upon posting of the change. *Customer's* or any of its *Authorized Users* (as defined below) accessing or using the *VRASQA-MISSIONACOUSTIC Services* after the *Effective Date* will constitute *Customer's acceptance of the revised Customer Terms*.

### III. SUBSCRIPTIONS

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#### § 3.1 Ordering Subscriptions.

- (a) A subscription entitles Customer to access the VRASQA-MISSIONACOUSTIC services (the "VRASQA-MISSIONACOUSTIC Subscription").
- (b) A VRASQA-MISSIONACOUSTIC subscription can be purchased through the webshop, accessible via the website (the "Webshop" or the "App"), or by agreement between the customer and us in the form of a form (the "Order Form" or "Online Form").
- (c) The VRASQA-MISSIONACOUSTIC subscription begins upon receipt of the order in the webshop or the order form and, subject to earlier termination by Vrasqa/Missionacoustic, lasts for the time specified in the "Subscription" section of the customer account (as defined below) or in the order form/invoice.
- (d) Upon commencement of the VRASQA-MISSIONACOUSTIC subscription, these Customer Terms will also come into effect when we accept the registration and notify the Customer thereof.
- (e) A VRASQA-MISSIONACOUSTIC subscription may be for a single Authorized User or group of Authorized Users as specified in the Customer Account (as defined below) or set forth in the Order Form/Invoice. We sometimes make other types of order arrangements, but this must be agreed beforehand in an order form/invoice.

§ 3.2 Registration and decision for a VRASQA-MISSIONACOUSTIC subscription. We may publish information about our future product plans. Our public statements regarding these product plans are an expression of intent, but you should not base your decision to register on them. If Customer decides to register or purchase a VRASQA-MISSIONACOUSTIC subscription, such decision should be based on the functionality or features that we have actually made available at the time of such decision, and not on the provision of future functionality or features.

§ 3.3 Select Beta Testers. Occasionally, we look for beta testers to test our new features. These features will be identified as "beta" or "pre-release" or similar expressions (each, a "Beta Product"). Beta Products are provided only "as is" notwithstanding anything to the contrary in the Agreement, and any warranties or contractual obligations we enter into in the Agreement do not apply.

§ 3.4 Feedback is welcome. The more suggestions/feature requests our customers make, the better the VRASQA-MISSIONACOUSTIC services become. If the customer provides us with feedback or suggestions, we may use them. Customer acknowledges that all Feedback is voluntary and free of charge. The Customer hereby irrevocably assigns all present and future rights, in particular all copyright and other intellectual property rights, to this Feedback in full and exclusively to Vrasqa/ MissionAcoustic.

#### § 3.5 Third-Party Products.

- (a) The VRASQA-MISSIONACOUSTIC Services may include a platform that third parties use to develop applications and software that can complement the use of the VRASQA-MISSIONACOUSTIC Services (the "Third-Party Products"). We may also provide an application in which third-party products are available for retrieval. These are not our products, so we do not warrant or endorse these products in these cases. Customer determines whether Customer wishes to use certain Third-Party Products, so such use is determined solely by the relationship between Customer and the applicable third party. This disclaimer of warranty also applies to files created or edited by us. Neither oral nor written information that the customer receives from us should constitute a warranty by us in this context.
- (b) In most cases, if we believe that there has been a breach of contract that can be remedied simply by the customer's deactivation of a third-party product, we will ask the customer to take direct action rather than intervene themselves. However, we may take such measures as we deem appropriate if the Customer does not take appropriate action or if we believe that there is a risk that harm will be caused to us, the VRASQA-MISSIONACOUSTIC Services, Authorized Users or other third parties.

#### IV. SET UP WORKSPACE AND ADD USERS

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§ 4.1 Registration of a Customer Accounts. The *Customer* after acquiring a *VRASQA-MISSIONACOUSTIC-Subscriptions*, on which *VRASQA-MISSIONACOUSTIC-Dienste* by accessing the *Website* a *Customer account* created ("Register" and "Registration"). The *Registration* will take effect and the *Customer Terms* will come into force when we *Registration* and the *Customers* notify you of this.

§ 4.2 Authorization of Users by the Customer.

- (a) Subject to an active *VRASQA-MISSIONACOUSTIC subscription* in accordance with Art. III, users to be *designated* by *Customer* (the "Authorized Users") may be authorized to access the *VRASQA-MISSIONACOUSTIC Services* through the *Workspace* and import content and information into the *Workspace* (the "Workspace Data").
- (b) Any *authorized user*
  - i. must *agree to the Terms of Use* in order to activate their account (the "User Account");
  - ii. must not disclose user account access information to any other person; and
  - iii. Comply with all authentication requirements we set.
- (c) The *customer* must
  - i. keep all access and login credentials secure and confidential and ensure that persons who are not authorized to do so *cannot access and use the VRASQA-MISSIONACOUSTIC Services*; and
  - ii. inform its *Authorized Users* about all customer policies and practices relevant to the use of the *VRASQA-MISSIONACOUSTIC services*, in particular about the handling of *workspace data* in accordance with Art. VI.

§ 4.3 Compliance with the contract.

- (a) The *customer* must
  - i. to comply with the *contract* itself; and
  - ii. ensure that its *Authorized Users* *comply with the Agreement* and the *Terms of Use* comply.
- (b) We may, but we are not obligated to, verify conduct for compliance.
- (c) *Customer* must ensure that all *Authorized Users* are over 18 years of age.

§ 4.4 assurances of the Customers. The *Customer* ensures that he

- (a) *has validly entered into this contract and is entitled to enter into it*;
- (b) responsible for the conduct of its *Authorized Users* and their compliance with this *Agreement* and the *Terms of Use* ; and
- (c) Has all the necessary rights to the *workspace data* .

§ 4.5 Platform and Software Protection. *Customer* shall not permit any person, including *Authorized Users*, to

- (a) store, distribute, transmit, upload, or retrieve any viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature *when accessing, or using the VRASQA-MISSIONACOUSTIC Services*;
- (b) when accessing or using the *VRASQA-MISSIONACOUSTIC Services*, store, distribute, transmit, upload, or retrieve any material that
  - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
  - ii. facilitate illegal activities;
  - iii. sexually explicit images;
  - iv. promotes or glorifies unlawful violence;
  - v. is discriminatory on the basis of race, sex, colour, religious belief, sexual orientation and disability; or

- vi. is otherwise illegal, or causes damage or injury to persons or property;
- (c) unless expressly permitted in writing by the *Agreement* or mandatory applicable laws, attempt to use the *VRASQA-MISSIONACOUSTIC Services*, in whole or in part, in any form
  - i. copy, modify, reproduce, create derivative works from, frame, reverse engineer, republish, download, display, transmit or distribute in any medium or by any means; or
  - ii. decompile, reverse compile, disassemble, reverse engineer or otherwise reduce in whole or in part to a form perceptible by humans,
- (d) access the *VRASQA-MISSIONACOUSTIC services* to develop a product or offer services that compete with the *VRASQA-MISSIONACOUSTIC services*;
- (e) *VRASQA-MISSIONACOUSTIC services* to provide services to third parties that are not expressly provided in the *contract* ;
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit *the VRASQA-MISSIONACOUSTIC Services*, or otherwise make them available to any third party, other than *Authorized Users*;
- (g) attempt to provide access to or assist third parties *in obtaining access to the VRASQA-MISSIONACOUSTIC Services*, except as provided for in the *Agreement*;
- (h) violate or encourage the violation of the legal rights of others;
- (i) interfere with the use of the *VRASQA-MISSIONACOUSTIC Services* by other *customers*, authorized resellers, or other users authorized by us or devices through which the *VRASQA-MISSIONACOUSTIC Services* are provided;
- (j) disable, interfere with, or circumvent *any component of the VRASQA-MISSIONACOUSTIC Services*;
- (k) generate, distribute, publish, or promote unsolicited bulk email, advertising, or other advertisements ("spam");
- (l) provide access to or enable the use of the *VRASQA-MISSIONACOUSTIC Services* to any other unauthorized person or *provide access to or enable use of any software contained* in the *VRASQA-MISSIONACOUSTIC Services*, or, if Customer becomes aware of such unauthorized access or use, fail to promptly notify us; and
- (m) that its networks and systems violate the specifications provided by us from time to time.

## **V. WHO OWNS THE WORKSPACE DATA AND OTHER INTELLECTUAL PROPERTY**

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### **§ 5.1 What is ours is ours.**

- (a) All of our trademarks, service marks, trade names, logos and domain names, and all other features of our brand (the "Brand Features") are our property or the property of our licensors. The *Customer Terms* do not grant the *Customer* any rights to use our *Brand Features* for commercial or non-commercial purposes.
- (b) We are and will remain the owner of the *VRASQA-MISSIONACOUSTIC services* and all associated intellectual property rights, in particular the underlying source code and all image, sound and video recordings. We may make software components *available through app stores or other means* as part of the *VRASQA-MISSIONACOUSTIC Services*.

§ 5.2 What belongs to you belongs to you.

- (a) Except as otherwise provided in the *Agreement*, nothing in this document shall constitute a transfer to us of any right, title or interest, including, but not limited to, any patents, copyrights, trademarks, or other rights in Customer's *Workspace Data*.
- (b) Customer hereby grants us a limited license to use *Workspace Data* for the purpose of continuous improvement of the *VRASQA-MISSIONACOUSTIC Services*. The *customer* is entitled to revoke this license at any time by giving us written notice.

## VI. HOW WE HANDLE WORKSPACE DATA

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§ 6.1 Responsibilities of the Customer. The *customer* is responsible for

- (a) the content of *Workspace Data*, as well as the manner in which *Customer* or its *Authorized Users* use the *VRASQA-MISSIONACOUSTIC Services* to store or process *Workspace Data*;
- (b) the lawfulness, reliability, integrity, accuracy, and quality of *Workspace Data*, and the lawfulness of the transmission and processing of *Workspace Data* under the *Agreement*; and
- (c) any use, disclosure, modification, or deletion of *Workspace Data* that is transferred, *shared with, or accessed by Third-Party Products*. If a *third-party product* is enabled for a *customer's* workspace, the *customer* should be aware of *workspace data* that is shared with third-party vendors and consider the *purposes of the third-party* retrieval of the workspace data.

§ 6.2 Customer Instructions.

- (a) We will *not use or process Workspace Data* without prior written instructions from the *Customer*; provided, however, that "prior written instructions" may apply to the use of the *VRASQA-MISSIONACOUSTIC Services* by *Authorized Users* and any processing related to such use or otherwise necessary for the performance of the *Agreement* and the improvement of the *VRASQA-MISSIONACOUSTIC services*.
- (b) *Customer*, but not individual *Authorized Users*, may provide us with additional instructions regarding the handling of the *Workspace Data*, unless such instructions prevent us from performing our obligations under this *Agreement*. Such instructions may result in the retrieval, use, disclosure, modification, or deletion of some or all of the *Workspace Data*.

§ 6.3 Disclosure of work area data to third parties.

- (a) We will be Our Confidentiality obligations in accordance with Art. XI in Referenceon Comply with workspace data.
- (b) Before we *share Workspace Data* with a member of the *VRASQA-MISSIONACOUSTIC family* (as defined below), we ensure that that individual at least adheres to reasonable data practices to maintain the confidentiality and security of *Workspace Data* and to prevent access by unauthorized persons.

§ 6.4 Security of Workspace Data.

- (a) The protection of *workspace data* is our top priority, so we will maintain administrative, physical, and technical safeguards at a level no less than those described in our safeguards in the Privacy Policy. These safeguards include measures to prevent unauthorized access, use, alteration, deletion, and disclosure of *workspace data* by our personnel.
- (b) *Customer*, not us, is solely responsible for the appropriate security, protection, and backup of *Workspace Data* when in the possession or control of *Customer* or its agents, including, but not limited to, in the case of use of *Customer's* or a third party's own infrastructure. We are not responsible for the handling of *Workspace Data* by *Customer's Authorized Users, Third-Party Products*, or Infrastructure Providers. This is the responsibility of the *customer*.

§ 6.5 Portability of workspace data. We may, during the term of a *VRASQA-MISSIONACOUSTIC subscription*, allow Customer to export or share certain *Workspace Data* that is in our system or otherwise in our possession or control from the *VRASQA-MISSIONACOUSTIC Services*; provided, however, that Customer acknowledges and agrees that the ability to export or share *workspace data* may not exist at all or in part, depending on the *VRASQA-MISSIONACOUSTIC subscription* selected and the settings enabled for data retention, sharing, or inviting.

§ 6.6 Deletion of Workspace Data.

- (a) Upon termination of a *VRASQA-MISSIONACOUSTIC subscription*, we are not obligated to retain or provide to the *customer* any workspace data that is in our system or otherwise in our possession or control, and therefore, unless prohibited by law, we will delete such data upon expiration of the *VRASQA-MISSIONACOUSTIC subscription*.
- (b) If we believe that there has been a breach of contract that *can be remedied* by the removal of certain workspace data *by the customer*, we will, in most cases, ask the customer to take action rather than intervene themselves. However, we may intervene directly ourselves and take such action as we deem appropriate if:
  - i. the *customer* fails to take appropriate action despite being asked to do so; or
  - ii. we believe that there is a reasonable risk of damage occurring on our part, the *VRASQA-MISSIONACOUSTIC Services*, the *Authorized Users* or other third parties.

## **VII. OTHER PROMISES WE MAKE TO THE VRASQA MISSIONACOUSTIC SERVICES**

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§ 7.1 Provision of the VRASQA-MISSIONACOUSTIC Services. We will provide the *VRASQA-MISSIONACOUSTIC Services* to Customer and its *Authorized Users* as described in the *Agreement*, in accordance with all applicable laws and the *Agreement*.

§ 7.2 Availability of VRASQA-MISSIONACOUSTIC Services.

- (a) We will always use commercially reasonable efforts to make the *VRASQA-MISSIONACOUSTIC services* available 24 hours a day, 7 days a week, except during scheduled downtime. We anticipate that planned downtime will occur infrequently and make every effort to notify the *customer* in advance.
- (b) The *customer* can contact us for customer support requests in the following ways:
  - i. for reports of problems and disruptions: [support@VRASQA.com](mailto:support@VRASQA.com)  
[support@MISSIONACOUSTIC.com](mailto:support@MISSIONACOUSTIC.com)
  - ii. Other customer support is provided via the *contact details provided* in the customer account.

§ 7.3 The VRASQA-MISSIONACOUSTIC family. We may use our employees, those of our affiliates and third-party service providers (the "*VRASQA-MISSIONACOUSTIC family*") in the exercise of our rights and the performance of our contractual obligations. We are responsible for ensuring that the *VRASQA-MISSIONACOUSTIC family* complies with our contractual obligations.

§ 7.4 Infrastructure of a third party. Notwithstanding anything to the contrary in the *Agreement*, if the use of the *VRASQA-MISSIONACOUSTIC Services* is made using Customer's or a third party's own *IT infrastructure* (each, an "Infrastructure Service") by a "Cloud Service" or a platform provider (an "Infrastructure Provider"), the following shall apply:

- (a) The use of and access to the *VRASQA-MISSIONACOUSTIC services* and the *Website* is only granted if we have access to the *infrastructure service* of an *infrastructure provider* ;
- (b) An outage, disruption, delay or unavailability of any kind at a *Infrastructure service* is treated as force majeure for the purposes of the contract;
- (c) The *Customer* agrees to provide us with such information and cooperation as we need to perform our obligations to the *Infrastructure Provider* and shall indemnify and hold us, our Affiliates and the *Infrastructure Provider* harmless from any disadvantages arising from the *Customer's* failure to comply with this Section 7.4 arising from or related to; and
- (d) The *customer* is responsible for the security of its *infrastructure services* .

## VIII. WARRANTY

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- § 8.1 Disclaimer of Warranties. Except as otherwise provided in this Agreement, the *VRASQA-MISSIONACOUSTIC Services*, all related components and information are provided only "as available" without warranty of any kind. This includes, but is not limited to, the exclusion of any warranties of merchantability, title, fitness for a particular purpose, viability, functionality, usability, and non-infringement. Customer acknowledges that we do not guarantee that the *VRASQA-MISSIONACOUSTIC Services* will operate uninterrupted, on time, safely, or error-free.
- § 8.2 Changes to the VRASQA-MISSIONACOUSTIC Services. We may *change, modify, add or remove parts* of the *VRASQA-MISSIONACOUSTIC Services* at any time in our sole discretion.

## IX. OUR LIABILITY

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- § 9.1 Remedy in case of problems or dissatisfaction. Unless otherwise expressly agreed in the Agreement, Customer acknowledges and agrees that the sole and exclusive remedy for resolving any problem or dissatisfaction with the *VRASQA-MISSIONACOUSTIC Services* is to discontinue using them. In particular, but not exclusively, any liability on our part is excluded for any inaccuracy of reports exported from the *VRASQA-MISSIONACOUSTIC services* or data displayed therein.
- § 9.2 Fraud and Personal Injury. Subject to clause 9.1, nothing in the *Customer Terms* shall exempt us from our liability for fraud, fraudulent misrepresentation, death or personal injury arising from our gross negligence and, where required by law, slight negligence.
- § 9.3 Limitation of Liability. We, our officers, owners, employees, agents, subsidiaries, affiliates, successors, suppliers or licensors shall not be liable for:
- (a) any incidental, indirect, exemplary, special punitive or consequential damages, including, but not limited to, damages, including loss of data, revenue and/or profits, costs or expenses, including costs and expenses, whether foreseeable or unforeseeable, that may arise out of or in connection with the *Customer Terms* ;
  - (b) any loss of use, loss of data, loss of profits, or any damage to equipment where Customer could have prevented such damage if it had followed our recommendation to update its own equipment or applications, or if such damage occurs as a result of Customer's improper compliance with our instructions , or Customer is unable to implement the system requirements recommended by us, in each case as published on our website or otherwise communicated to the *customer*;
  - (c) any action taken or omitted, or any harm suffered as a result of such actions or omissions, in reliance on any notice, instruction, consent, certificate, affidavit, statement or other paper or document which we reasonably believed to be genuine and submitted or signed by the respective parties or their representatives;
  - (d) any delay in performance or failure to perform our obligations under the *Customer Terms* where such delay or failure is primarily due to events, circumstances or causes beyond our reasonable control, in particular force majeure, or is more closely related to the acts or omissions of the customer. In these circumstances, the time limit for performance shall be extended by the period by which the performance of the obligation has been delayed or within which the obligation could not be fulfilled;

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- (e) any damage caused by
  - i. our slight negligence;
  - ii. any intentional, reckless, negligent or other statement, act or omission by any person other than us, any of our affiliates, our or their respective subcontractors under the *Contract* or any consultant; or
  - iii. failure to mitigate damage by the *customer* when the damage could reasonably have been mitigated; and
- (f) an amount greater than the sum of all payments made by the Customer to us in connection with the Contract during the 12 months preceding the date on which the claim is brought before the competent court.

§ 9.4 Forfeiture of claims for damages. The *customer* must notify us of any defects in writing within 14 days of becoming aware of them and, if no agreement can be reached, they must be asserted in court within two months of becoming aware of them, otherwise a potential claim for damages will be forfeited.

### § 9.5 Malware and Third-Party Products.

- (a) We do not guarantee that the *VRASQA-MISSIONACOUSTIC Services* are free of malware or other harmful components.
- (b) In addition, we make no representations, warranties or recommendations, and assume no responsibility with respect to:
  - i. Third-party applications or their content;
  - ii. User Content;
  - iii. devices or *third-party products*; or
  - iv. Third-party services provided by third parties through us.
- (c) We are not responsible or liable for any transactions between the *customer* and third-party service providers

§ 9.6 Compliance with official orders. We are expressly entitled to comply with orders, judgments or orders of a court or other authority provided for in the contract. In the event of compliance with any order, judgment or order, we shall not be liable to the *Client* or to any other person as a result of such compliance, notwithstanding whether such order, judgment or decree may subsequently be reversed, amended or rescinded.

### § 9.7 Internet.

- (a) The *customer* understands that the use of the *VRASQA-MISSIONACOUSTIC services* is associated with the use of the Internet. Since the Internet is an unregulated public network over which we have no control, we have no responsibility for the operation and maintenance of any servers and their connection to the Internet in order to use the *VRASQA-MISSIONACOUSTIC services*.
- (b) We do not guarantee that uploads, downloads, or transmissions from us to the *customer* uninterrupted or error-free.
- (c) We do not accept any liability for the accuracy, reliability, privacy, security, authenticity or completeness of any data transmitted over the Internet, or for intrusion, interference by viruses, loss of communications, loss of or corruption of data, or any other errors or events caused or permitted by the Internet.
- (d) *Customer* is solely responsible for providing itself and its *Authorized Users* with high-speed Internet service to access and use the *VRASQA-MISSIONACOUSTIC Services* .

## X. LIABILITY OF THE CUSTOMER

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§ 10.1 The *Client* shall indemnify us for any costs incurred by us as a result of any claim, action or proceeding against us and our affiliates and our and their officers, directors, employees and contractors insofar as they arise from

- (a) breaches of contract;
- (b) violations of any law or regulation; or
- (c) Infringement or unauthorized use of intellectual property or other rights

in each case by the *Customer*, an affiliate of the *Customer* or their respective officers, directors, employees, subcontractors or agents.

§ 10.2 The *Customer* shall pay to the third party the amount that has been awarded to the respective third party by the competent court as damages as a result of the judicial enforcement of one of the claims specified in § 10.1 or that has been agreed in the context of an out-of-court settlement. The payment of damages by the *customer* requires that we immediately inform the *customer* of the existence of any claims mentioned above.

## XI. CONFIDENTIALITY

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§ 11.1 Confidential Information. Either party (the "Disclosing Party") may indemnify the other party (the "Disclosing Party")

"Receiving Party") in connection with the *Agreement*. "Confidential Information" means any information that is considered confidential by its nature and the circumstances of disclosure, including order forms, non-public business, product, technology, and marketing information, and *Customer's workspace information*. If something is marked as "confidential", this is a clear indicator to the *receiving party* that the material is confidential. Notwithstanding the above, *Confidential Information* does not contain any information that:

- (a) are or will be generally accessible to the public without any obligation towards the *disclosing party* ;
- (b) were known to the *Receiving Party* prior to disclosure by the *Disclosing Party*, without breaching any obligation to the *Disclosing Party*;
- (c) be received from a third party without breaching any obligation to the *Disclosing Party* ; or
- (d) developed by the *receiving party* itself.

§ 11.2 Protection and Use of Confidential Information. The *Receiving Party* will:

- (a) take at least reasonable steps to prevent the unauthorized disclosure or use of *Confidential Information* and limit access to *Confidential Information* to those employees, affiliates and contractors who have a need to know such information in connection with the *Agreement* and, at the request of the *Disclosing Party*, have the above-mentioned persons sign a declaration of commitment;
- (b) use or disclose *any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement*; and
- (c) do not file any IP applications *for the Confidential Information*.

Notwithstanding the foregoing, a *party* may share Confidential Information with financial and legal advisors to the extent that they are bound by confidentiality obligations that are at least as restrictive as the *Confidential Information* provisions contained in the *Agreement*.

§ 11.3 Forced access or forced disclosure. Notwithstanding anything to the contrary in the *Agreement*, the *Receiving Party* may access or disclose *Confidential Information* of the *Disclosing Party* if required to do so by law. However, this requires that the *Receiving Party* is the *Disclosing Party*

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- (a) to the extent permitted by law, be informed in advance of the forced access or disclosure; and
- (b) provides reasonable assistance at the expense of the Disclosing Party if the Disclosing Party wishes to challenge the forced access or disclosure.

§ 11.4 Reimbursement of costs by the disclosing party. The *Disclosing Party* shall *reimburse the Receiving Party for any reasonable costs incurred by the Receiving Party as a result of:*

- (a) the compilation of and provision of access to *Confidential Information* arises when the *Receiving Party* is required by law to *access or disclose the Disclosing Party's Confidential Information*; and
- (b) *Assisting the Disclosing Party in obtaining an injunction or confidential treatment of the Confidential Information.*

§ 11.5 Further information. Please review the Data Request Policy to learn how to make requests to disclose *workspace data* and how we handle those requests.

## **XII. HOW WE GET PAID**

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§ 12.1 Fees.

- (a) The fees incurred for the use of the *VRASQA-MISSIONACOUSTIC Services* as part of a paid *VRASQA-MISSIONACOUSTIC subscription* (the "Fees") are payable using a payment method specified in the (online) *order form/invoice* or in the *customer account* under "Subscription".
- (b) Unless *otherwise expressly agreed in the Agreement*, the fees are payable at the beginning of the relevant period for which they apply. If we agree to the *customer's* invoicing via email, full payment must be received within 30 days of the invoice date.
- (c) Payment obligations are non-cancellable and, unless expressly stated in the *contract*, fees paid are non-refundable. In the event that Customer switches to another, more affordable *VRASQA-MISSIONACOUSTIC subscription*, Customer will remain responsible for any unpaid *fees* under the previous *VRASQA-MISSIONACOUSTIC subscription*, and the *VRASQA-MISSIONACOUSTIC Services* will be effective after the expiration of the original *VRASQA-MISSIONACOUSTIC subscription term* as completely executed and performed.

§ 12.2 Taxes. The fees are exclusive of taxes, levies, duties or similar governmental assessments of any kind, including, for example, value-added, sales, use or withholding taxes that may be imposed by any jurisdiction (collectively, the "Taxes"). The *customer* is responsible for paying all taxes associated with your purchases, except for taxes based on our net income. If a payment for the *VRASQA-MISSIONACOUSTIC Services* is subject to withholding tax from a government, the customer will refund such withholding tax to us.

§ 12.3 Currency exchange and transfer fees. The *customer* must pay all exchange and transfer fees so that we receive the full invoice amount in euros.

§ 12.4 Complete preservation. The receipt and/or posting by us of any payment that is less than the invoice amount for any reason shall not be deemed a waiver of the balance until such waiver is expressly made or confirmed by us in writing.

§ 12.5 Offsetting. Without prejudice to any other rights, we may offset the *Client's* liability to us against the *Client's* liability to us.

§ 12.6 Overdue Payments.

- (a) If Customer fails to pay the Fees by the due date, we reserve the right to *suspend Customer's* and all *Authorized Users'* access to the *VRASQA-MISSIONACOUSTIC Services* through the *Workspace* until Customer *has paid the Fees* that are due and payable.
- (b) Without prejudice to *our other rights and remedies*, if *any payment due and payable under the Contract is not paid in full on or by the due date*, we may charge interest from the due date, which shall be equal to an interest rate of 8% p.a. and accrue on a daily basis.

### **XIII. CONTRACT DURATION AND TERMINATION**

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#### **§ 13.1 General Provisions.**

- (a) The *Agreement* shall remain in effect until such time as all *VRASQA-MISSIONACOUSTIC subscriptions* ordered under this *Agreement* expire or are terminated, or the *Agreement* itself is terminated. Termination of the *Agreement* terminates all *VRASQA-MISSIONACOUSTIC subscriptions* and agreements.

#### **§ 13.2 Termination of the contract for good cause.**

- (a) We or the *Customer* may terminate the *Agreement* upon written notice to the other *party* if the other party breaches one or more provisions of this *Agreement* and such breach is not cured within 30 days from the date of notification to the breaching *party* .
- (b) We may also terminate the *Agreement* with immediate effect upon written notice to the *Customer* if we have reason to believe that the *VRASQA-MISSIONACOUSTIC Services* are being used by the *Customers* or its *Authorized Users* in violation of applicable law. *Customer* is responsible for its *Authorized Users*, including any violations of this *Agreement* caused by its *Authorized Users*.
- (c) Any termination of *the contract* pursuant to this § 13.2 shall be legally effective for all parties.

#### **§ 13.3 VRASQA-MISSIONACOUSTIC-Subscriptions.**

- (a) *Duration.* Unless expressly agreed otherwise, *VRASQA-MISSIONACOUSTIC subscriptions* have an indefinite term, but a minimum term of 30 days.
- (b) *Automatic renewal.* Unless otherwise provided for in the *contract* ,
- i. all *VRASQA MISSIONACOUSTIC subscriptions* *automatically renew* for the duration of the previous *VRASQA MISSIONACOUSTIC subscription*.
  - ii. the price per unit for auto-renewal is based on the current price of the feature corresponding to the immediately preceding *VRASQA MISSIONACOUSTIC subscription* . A price increase may not exceed 7% of the previous price.

#### **§ 13.4 Termination of VRASQA-MISSIONACOUSTIC subscriptions by us.** We may cancel any *VRASQA-MISSIONACOUSTIC subscription* at any time for cause, effective immediately, upon notice. This applies in any case subject to any *termination restrictions specified in the contract*.

#### **§ 13.5 Termination of VRASQA-MISSIONACOUSTIC subscriptions by the customer.**

- (a) Existing one-year subscriptions must be cancelled 30 days prior to the end of the subscription. Monthly subscriptions must be cancelled 7 days before the subscription expires. If subscriptions/licenses have not been cancelled in due time via email with acknowledgement of receipt or registered letter, the subscription/license will be automatically renewed and invoiced.
- (b) The *customer* may terminate any *VRASQA-MISSIONACOUSTIC subscription* for good cause in the event of non-compliance with the *Vrasqa/Missionacoustic obligations* with immediate effect by written notice upon written request. This applies in any case subject to any *termination restrictions specified in the contract*.
- (c) In the event of termination pursuant to §13.5(a), no refund of the fees will be made.

### **XIV. SOME FINAL POINTS**

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#### **§ 14.1 Citation.** The *Client* grants us the right to use the *Client's* company name and logo for marketing or promotional purposes on our *Website* and on other public or private platforms. The *customer* may revoke this grant of rights at any time by written notification to us.

#### **§ 14.2 No legal services.** Neither the provision of *the VRASQA-MISSIONACOUSTIC services*, nor the drafting of

## General Terms and Conditions (GTC)

the *contract* and related instructions

- (a) legal advice or legal services; or
- (b) medical advice.

§ 14.3 Place of jurisdiction. For all disputes arising from the *contract*, this is factual for Vienna competent court has exclusive jurisdiction.

§ 14.4 Governing Law. The *Customer Terms and Conditions*, including § 14.1 and § 14.4, shall be governed by Austrian law to the exclusion of the provisions of private international law and its conflict of law provisions, as well as the UN Convention on Contracts for the International Sale of Goods.

§ 14.5 Transfer of rights and obligations.

- (a) Customer *may not transfer or sublicense* any of its rights under this *Agreement* to any third party without our prior written consent.
- (b) We may assign all or part of our obligations and rights under the *Agreement* to any other person, including any terms and conditions incorporated herein by reference, without the consent of the Client, including to an affiliate or in connection with any corporate reorganization, acquisition, merger or sale of all or substantially all of our assets. In addition, we can delegate all our obligations under the *contract*.

§ 14.6 Messages.

- (a) Account-related information (e.g., invoices, password or payment method changes, and similar notifications) is only available in electronic form, e.g., as emails sent to the *customer's* email address.
- (b) Any communication, request, statement or request ("communicate", "request", "Notice" or the "Request") required or permitted under the *Contract* must be made in writing to the addresses found in the Legal Notice on our *website* or *customer account*, provided that:
  - i. the communication or request shall not be deemed to have been served and effective until it has actually been received; and
  - ii. in the case of us as a notifying or requesting party, posting on our website, including the *Client's account* website, and any other form of notification to the Client specified on the *Client's Client Account* shall be sufficient to provide effective notification.

§ 14.7 Severability. The provisions of the *Agreement* shall be severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of the *Agreement*. If any provision of the *Agreement* or its application to any person or circumstance is invalid or unenforceable,

- (a) to the extent that validity or enforceability is sufficient, it shall be replaced with an appropriate and equitable provision in order to satisfy, as far as possible, the intent and purpose of the invalid or unenforceable provision; and
- (b) shall not affect the validity or enforceability of the remainder of the *Agreement* and the application of its provision to any other person or circumstance, nor the validity, enforceability or application of the remaining provisions of the *Agreement* in any other jurisdiction.

§ 14.8 Continued validity after the end of the contract. The provisions contained herein, which by their content must survive termination in order to accomplish the intent of the parties, shall survive the expiration of the term, termination, or otherwise for such reasonable period of time under the circumstances.

§ 14.9 Headings. The section headings are for convenience only and do not limit or affect the meaning of the provisions.

§ 14.10 Gender-neutral language. For reasons of legibility, the masculine form is chosen for personal names, but the feminine form is always meant.

## XV. CONTACT INFORMATION

§ 15.1 The services are provided by VRASQA GmbH, Konrad-Lorenz-Straße 10, 3430, Tulln an der Donau, Austria. (MISSIONACOUSTIC is a trademark of VRASQA GmbH)

The *customer* can contact us if they have any questions using the contact details provided in the imprint on our website.

# 2. General Terms of Use

## I. THIS IS A CONTRACT BETWEEN YOU AND US

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§ 1.1 Our services. These User Terms (the "Terms of Use") govern your access to and use of our services (the "VRASQA-MISSIONACOUSTIC Services") made available on [www.VRASQA.com](http://www.VRASQA.com) [www.MISSIONACOUSTIC.com](http://www.MISSIONACOUSTIC.com) (the "Websites"). Please read them carefully. Although you are logging into an existing workspace, these *Terms of Use* apply to you as a user of the VRASQA-MISSIONACOUSTIC Services.

§ 1.2 These Terms of Use are legally binding.

- (a) These *Terms of Use* are a legally binding contract between you and us.
- (b) As part of these *Terms of Use*, you agree to comply with the latest version of our *Code of Use*, which is incorporated by reference into these *Terms of Use*. If you access or use the VRASQA-MISSIONACOUSTIC Services, or continue to access or use the VRASQA-MISSIONACOUSTIC Services after being notified of a change to the *Terms of Use* or the *User Code*, you acknowledge that you *have read and understood the Terms of Use and the User Code*.
- (c) "We", "our" and "us" each refers to the person referred to in Article VII.

§ 1.3 An agreement.

- (a) The *Terms of Use*, including any provisions incorporated by reference herein, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, whether written or oral, concerning the subject matter of the *Terms of Use*.
- (b) In the event of a conflict or contradiction between
  - i. In these *Terms of Use* and any other terms forming part of them, the provisions of these *Terms of Use* shall prevail for the time being; and
  - ii. The *Agreement* (as defined below) and the *Terms of Use* shall be governed by the *Agreement*, followed by these *Terms of Use* and then any provisions incorporated by reference into the *Terms of Use*, such as the *Privacy Policy*.

Customer is responsible for *notifying Authorized Users of such conflicts or contradictions. Until then, the conditions listed here are binding.*

§ 1.4 Amendments.

- (a) As our business evolves, we may also need to amend these *Terms of Use* and the *Code of Use*. We will notify you prior to any material changes taking effect.
- (b) You can download the current version of the
  - i. *Terms of Use* at any time on [www.VRASQA.com/terms](http://www.VRASQA.com/terms) [www.MISSIONACOUSTIC.com/terms](http://www.MISSIONACOUSTIC.com/terms); and
  - ii. *View the User Code* and *Privacy Policy* at any time on [www.VRASQA.com/privacy](http://www.VRASQA.com/privacy) - [www.MISSIONACOUSTIC.com/privacy](http://www.MISSIONACOUSTIC.com/privacy).
- (c) Material changes to the *Terms of Use* will be effective on the date specified in our notice pursuant to § 2.4(a). All other changes will be effective upon posting of the amendment. Your access to or

use of the *VRASQA-MISSIONACOUSTIC Services* after the Effective Date will constitute acceptance of the revised *Terms of Use*.

## II. THE CUSTOMER CONTROLS YOUR WORKSPACE

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§ 2.1 Authorized User in the work area controlled by the Customer. An organization or other third party, which we refer to as a "customer" in these *Terms of Use*, has invited you to a *workspace*, which means a digital area where a user or group of users can access the *VRASQA-MISSIONACOUSTIC services*. For example, if you join one of your employer's workspaces, your employer is the *customer*. If you join a workspace created by a client of the agency you work for, that client is our *client* and authorizes you to join their workspace.

§ 2.2 What this means for you and us.

- (a) Customer has separately agreed to our *Customer Terms* or entered into a written agreement with us (in each case, the "Agreement") that allows Customer to create and configure a workspace that you and others can join (anyone so authorized to use the *VRASQA-MISSIONACOUSTIC Services*, including you, is an "Authorized User").
- (b) The *Agreement* includes our obligation to provide the *VRASQA-MISSIONACOUSTIC Services* to the *Customer*, who may then invite *Authorized Users* to join a *Workspace*. If an *Authorized User*, including you, contributes content or information to the *VRASQA-MISSIONACOUSTIC Services*, such as messages or files (the "Customer Data"), you acknowledge and agree that the *Customer Data* is the property of the *Customer* under the *contract* and the *Customer* has many choices and control over the same *customer data*. For example, *Customer* may provide or remove access to the *VRASQA-MISSIONACOUSTIC Services*, enable or disable third-party services, manage permissions, retention and export settings, transfer or assign workspaces. These choices and instructions may result in the access, use, disclosure, modification, or deletion of some or all of *Customer Data*.

§ 2.3 The relationship between you, the customer and us. Regarding the relationship between us and the *Customers* agree that it is the sole responsibility of the *Customer* to:

- (a) inform you and any other *Authorized Users* of relevant *Customer* policies and practices, as well as settings that may affect the processing of *Customer Data*;
- (b) obtain any rights, authorizations, or consents from you and any other *Authorized Users* necessary for the lawful use of *Customer Data* and the operation of the *VRASQA-MISSIONACOUSTIC Services*;
- (c) ensure that the transfer and processing of *Customer Data* under the *Agreement* is lawful; and
- (d) respond to and resolve any dispute with you and any other *Authorized User* regarding *Customer Data*, *VRASQA-MISSIONACOUSTIC Services*, or any failure of *Customer* to comply with any obligations in this regard.

§ 2.4 No Representations or Warranties. We make no representations or warranties of any kind, express or implied, to you with respect to the *VRASQA-MISSIONACOUSTIC Services* provided to you on an "as available" and "as available" basis.

## III. A FEW BASIC RULES FOR YOU

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§ 3.1 Age restriction.

- (a) The *VRASQA-MISSIONACOUSTIC services* are intended for persons who are at least 18 years old.

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- (b) You represent to us that you are at least 18 years of age or have the express consent of your legal guardian and that you are the *intended recipient of the invitation to the VRASQA-MISSIONACOUSTIC services* by the *customer*.
- (c) You may not access or use the *VRASQA-MISSIONACOUSTIC Services* for any purpose if any of the representations in § 3.1(b) are not true.

§ 3.2 While you are here, you must follow the rules. To ensure a safe and productive work environment, all *Authorized Users must comply with our User Code* and all policies set by the customer. If you notice inappropriate behavior or content, please report it to the customer and to us.

§ 3.3 You are here because the customer and we want it to. These *Terms of Use* will remain in effect until your access to the *VRASQA-MISSIONACOUSTIC Services* is terminated by *the Customer* or by us. Please contact the *customer* if you wish to delete your account at any time or for any reason, including due to a lack of agreement to any changes to these *Terms of Use* or the *User Code*.

## IV. LIMITATION OF LIABILITY

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§ 4.1 Measures in the event of violation. If we believe that there has been a breach of the *Agreement, Terms of Use, User Code*, or any other of our policies that can be remedied simply by the *Customer* removing certain *Customer Data* or by taking other action, we will, in most cases, notify the *Customer* to take appropriate action here instead of intervening themselves. We may intervene directly and take such action as we deem appropriate, including disabling your account, if *Customer* fails to take appropriate action or we believe there is a credible risk of harm to us, the *VRASQA-MISSIONACOUSTIC Services, Authorized Users*, or third parties.

§ 4.2 Disclaimer.

- (a) In no event shall we or you be liable to the other for any loss of revenue or profit, or any incidental, indirect, punitive, special, punitive or consequential damages, however caused, whether in contract, tort or any other legal theory, and whether or not the party has been advised of the possibility of such damages.
- (b) We are also not liable for any other damages that occur as a result of the use of the *VRASQA-MISSIONACOUSTIC services*, to the extent permitted by law.

§ 4.3 Liability of non-paying users. Users who use the services without concluding a paid contractual relationship ("free users") are only liable to us for damages caused intentionally or through gross negligence. In the event of slightly negligent breaches of duty, free users are only liable in the event of a breach of essential contractual obligations (cardinal obligations) and limited to the typically foreseeable damage. Liability for lost profits, indirect damages or consequential damages is excluded to the extent permitted by law. Mandatory statutory liability provisions, in particular under the Product Liability Act, remain unaffected.

§ 4.4 Application of Consumer Law. The *VRASQA-MISSIONACOUSTIC services* are a tool intended for businesses and organizations and not for consumer use. To the extent permitted by law, you hereby acknowledge and agree that consumer law does not apply. However, if it cannot be legally excluded, nothing in these *Terms of Use* shall exclude or limit any implied warranties, guarantees, rights or remedies you may have.

## V. HOW WE HANDLE YOUR PERSONAL DATA

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§ 5.1 Please read our *Privacy Policy* for more information about how we collect and use data about the use and performance of our products.

## VI. A FEW FINAL POINTS

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§ 6.1 Waiver. No failure or delay by either party in exercising any right under these *Terms of Use*, including the User Code, shall constitute a waiver of such right. No waiver under the *Terms of Use* shall be effective unless in writing and signed by an authorized representative of the party deemed to have granted the waiver.

§ 6.2 No legal services. Neither the provision of the *VRASQA-MISSIONACOUSTIC services* nor the creation of the *Terms of Use* and any related instructions constitute legal advice or legal services.

§ 6.3 Governing Law; Place of jurisdiction; Fees.

- (a) The *Terms of Use*, including the User Code, and any dispute arising out of them shall be governed by the same law and venue as the *Agreement*, excluding the provisions of private international law and its conflict of law provisions, as well as the United Nations Convention on Contracts for the International Sale of Goods.
- (b) Each party hereby consents to and submits to the exclusive jurisdiction of the agreed courts. In any action or proceeding to enforce rights under the *Terms of Use*, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

§ 6.4 Transfer of rights and obligations.

- (a) You may not transfer or sublicense any of your rights under these *Terms of Use*, including the *User Code*, to any third party without our prior written consent, nor may you delegate your obligations to any other person.
- (b) We may assign our obligations and rights under the *Terms of Use*, in whole or in part, to any other person, including any terms incorporated herein by reference, without your consent, including to an affiliate or in connection with any corporate reorganization, acquisition, merger or sale of all or substantially all of our assets. In addition, we may delegate all of our obligations under the *Terms of Use*.

§ 6.5 Severability. The provisions of the *Agreement* shall be severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of the *Agreement*. If any provision of the *Agreement* or its application to any person or circumstance is invalid or unenforceable,

- (a) to the extent that validity or enforceability is sufficient, it shall be replaced with an appropriate and equitable provision in order to satisfy, as far as possible, the intent and purpose of the invalid or unenforceable provision; and
- (b) shall not affect the validity or enforceability of the remainder of the *Agreement* and the application of its provision to any other person or circumstance, nor the validity, enforceability or application of the remaining provisions of the *Agreement* in any other jurisdiction.

§ 6.6 Continued Validity after Termination of Contract. The provisions contained herein, which by their content must survive termination in order to accomplish the intent of the parties, shall survive the expiration of the term, termination, or otherwise for such reasonable period of time under the circumstances.

§ 6.7 Headings. The section headings are for convenience only and do not limit or affect the meaning of the provisions.

§ 6.8 Gender-neutral language. For reasons of legibility, the masculine form is chosen for personal names, but the feminine form is always meant.

## VII. CONTACT INFORMATION

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§ 7.1 The services are provided by VRASQA GmbH, Konrad-Lorenz-Straße 10, 3430, Tulln an der Donau, Austria.

(MISSIONACOUSTIC is a trademark of VRASQA GmbH)

§ 7.2 If you have any questions, you can contact us using the contact details provided in the imprint on our *website*

### 3. User Code

This User Code (the "User Code") sets out a list of acceptable and unacceptable conduct for all individuals who [www.MISSIONACOUSTIC.com](http://www.MISSIONACOUSTIC.com) [www.VRASQA.com](http://www.VRASQA.com) through our websites (the "Websites") and the services we offer on the Website (the "VRASQA-MISSIONACOUSTIC Services").) may browse, use or otherwise access them. If we believe that a violation of this User Code is intentional or repetitive or poses a credible risk of harm to other users, our customers (as defined in § 1.1), *the VRASQA-MISSIONACOUSTIC services* or third parties, we may suspend or terminate your access. This User Code may change as our business grows and evolves, so you should check back regularly for updates and changes.

#### I. DEFINITIONS

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§ 1.1 Capitalized terms that are not defined in this User Code shall have the meanings ascribed to them in the Terms and Conditions of Use and the Website Terms of Use (collectively, the "User Agreements").

#### II. YOU SHOULD...

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§ 2.1 comply with all User Agreements, as applicable, including this User Code;

§ 2.2 comply with all applicable laws and regulations, including but not limited to laws relating to intellectual property, privacy, data protection and export controls, as well as regulations issued by the authorities in this regard;

§ 2.3 use commercially reasonable efforts to prevent unauthorized access to or use of the *VRASQA-MISSIONACOUSTIC Services* ;

§ 2.4 Keep passwords and all other login information confidential;

§ 2.5 monitor and control all activities conducted through your account in connection with the *VRASQA-MISSIONACOUSTIC Services* ;

§ 2.6 notify us immediately if you become aware of or have reasonable grounds to suspect any illegal or unauthorised activity or breach of security in connection with your accounts or teams, including loss, theft or unauthorised disclosure or use of a username, password or account; and

§ 2.7 Comply with all applicable terms and conditions relating to third-party applications, including those included in the *VRASQA-MISSIONACOUSTIC Services* at the Customer's option, to which you access or subscribe *in connection with the VRASQA-MISSIONACOUSTIC Services*.

#### III. THEY SHOULD NOT...

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§ 3.1 Allow any third party to access the *VRASQA-MISSIONACOUSTIC Services* or use a username or password for the *VRASQA-MISSIONACOUSTIC Services* ;

§ 3.2 transfer, transfer or otherwise provide access to any account intended for you to any other person;

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- § 3.3 use the *VRASQA-MISSIONACOUSTIC services* to store or transmit data that infringes the trademark, copyright or other intellectual property of another or that could constitute an unlawful or unlawful act;
- § 3.4 Upload or transmit to or from the *VRASQA-MISSIONACOUSTIC Services* any data, files, software or links *that contain or redirect to a virus, Trojan horse, worm or other harmful component or technology that unlawfully accesses or downloads any content or information contained in the VRASQA-MISSIONACOUSTIC Services* or stored on or redirected to our or a third party's hardware;
- § 3.5 attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt *the features, functionality, integrity or performance of the VRASQA-MISSIONACOUSTIC Services*, including any mechanism designed to improve the functionality of the *VRASQA-MISSIONACOUSTIC Services*, the use of the *restrict or control any third party VRASQA-MISSIONACOUSTIC Services* or any third party data contained therein, except where such restrictions are prohibited by applicable law;
- § 3.6 attempt to gain unauthorized access to the *VRASQA-MISSIONACOUSTIC Services* or related systems or networks, or to evade, evade, remove, disable or otherwise circumvent *any software protection or monitoring mechanisms of the VRASQA-MISSIONACOUSTIC Services*;
- § 3.7 access the *VRASQA-MISSIONACOUSTIC Services* to create a similar or competing product or service, or to copy any ideas, features, functions or graphics of the *VRASQA-MISSIONACOUSTIC Services* ;
- § 3.8 use the *VRASQA-MISSIONACOUSTIC Services* in a manner that could harm minors or that interacts with or targets minors;
- § 3.9 engage in activities that incite or incite violence or hatred against individuals or groups;
- § 3.10 impersonate any person or entity, including, but not limited to, one of our employees, an "administrator", "owner" or other authorised user, or misrepresent or otherwise misrepresent your affiliation with any person or entity;
- § 3.11 use the *VRASQA-MISSIONACOUSTIC Services* to provide material support or resources to organizations designated by a government as a foreign terrorist organization under national security, defense or terrorism laws and regulations, or to conceal or disguise the nature, location, source or ownership of such material support or resources; § 3.12 to the *access, search, or create accounts for the VRASQA-MISSIONACOUSTIC Services by any means other than the interfaces we support, such as "scraping" or creating accounts in bulk*;
- § 3.13 send unsolicited messages, offers, advertising or spam;
- § 3.14 Place advertising in the *VRASQA-MISSIONACOUSTIC services* ;
- § 3.15 send altered, deceptive or false information to identify a source, including "spoofing" or "phishing";
- § 3.16 Unlawfully exploit referral programs or other marketing promotions to obtain more credits than earned;
- § 3.17 *sublicense, resell, share, or similarly exploit* the *VRASQA-MISSIONACOUSTIC Services*;
- § 3.18 *Use contact or other user information, including email addresses, obtained* from the *VRASQA-MISSIONACOUSTIC Services* to contact other users outside of the *VRASQA-MISSIONACOUSTIC Services* without their express permission or authority, or to share mailing lists or other collections of contact or user profile information for use outside of the *VRASQA-MISSIONACOUSTIC Services* create or distribute; or
- § 3.19 Empower, permit, enable, cause or encourage third parties to perform any of the above actions.

#### **IV. CONTACT INFORMATION**

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§ 4.1 The services are provided by VRASQA GmbH, Konrad-Lorenz-Straße 10, 3430, Tulln an der Donau, Austria. (MISSIONACOUSTIC is a trademark of VRASQA GmbH)

§ 4.2 If you have any questions about the *VRASQA-MISSIONACOUSTIC services* or the User Agreements, please contact us: By e-mail to [support@VRASQA.com](mailto:support@VRASQA.com) [support@MISSIONACOUSTIC.com](mailto:support@MISSIONACOUSTIC.com) or via our websites.

## **4. Website Terms of Use**

### **I. THIS IS A CONTRACT BETWEEN YOU AND US**

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§ 1.1 Our Website. These Website Terms of Use (the "Website Terms of Use") govern your use of our website made available on [www.VRASQA.com](http://www.VRASQA.com) [www.MISSIONACOUSTIC.com](http://www.MISSIONACOUSTIC.com) (the "Websites"). Please read them carefully.

§ 1.2 These Website Terms of Use are legally binding.

- (a) These Website Terms of Use are a legally binding contract between you and us.
- (b) As part of these Website Terms of Use, you agree to always comply with the most recent version of the Terms of Use, which is incorporated by reference into these Website Terms of Use. If you access or use the Website or continue to access the Website after we have posted, in our sole discretion, a change to the Website Terms of Use, you acknowledge that you have read, understood and agree to be bound by the Website Terms of Use.
- (c) "We", "our" and "us" refer to the information provided for in Art. XII .

### **II. WE PROVIDE OUR WEBSITE ONLY FOR YOUR CONVENIENCE**

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§ 2.1 We make our website available to you free of charge and exclusively for your information and convenience. By merely providing access to the content of our website, we do not make any representation that

- (a) the content is accurate and complete;
- (b) the content is up-to-date;
- (c) we have an obligation to update the content;
- (d) the content is free from technical inaccuracies or typographical errors;
- (e) the content is free from modifications by third parties; and
- (f) Your access to our website will operate free from interruptions, errors, computer viruses or other harmful influences.

§ 2.2 We assume no liability for the points mentioned in § 2.1. In other words, you use our website at your own risk. Under no circumstances, including but not limited to negligence, will we be liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data and loss of profits arising from the use of, or inability to use, the content of this website, even if one of our representatives has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential damages. In such jurisdictions, our liability shall be limited to the fullest extent permitted by law.

### **III. WE PROVIDE OUR WEBSITE AS YOU SEE IT – WITHOUT WARRANTY**

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§ 3.1 Our website, including all content, software and features made available on or accessible through our website, are provided on an "as is" basis.

§ 3.2 To the extent permitted by law, we, including our subsidiaries and affiliates, make no representations or warranties of any kind about the content, software or features accessed through our website, any products or services or links to third parties, or any breach of security related to the transmission of sensitive information through our website or any linked website.

§ 3.3 We and all of our subsidiaries and affiliates disclaim all warranties or warranties, express or implied, including, but not limited to, non-infringement, quiet enjoyment, quality of information, merchantability or fitness for a particular purpose. This also applies to any loss of data or profits resulting from the use or inability to use the content of this website, even if one of our representatives has been advised of the possibility of damages. We do not warrant that any content, software or functionality accessible through our site will be uninterrupted or error-free, that defects will be corrected, or that our site or the server that makes it available are free of viruses or other harmful components. We and all subsidiaries and affiliates are not liable for any direct, indirect, or other damages arising in connection with your use of the Site. Some jurisdictions do not allow the exclusion or limitation of liability for consequential damages. In such jurisdictions, our liability shall be limited to the fullest extent permitted by law.

### **IV. WE ARE NOT RESPONSIBLE FOR LINKS TO THIRD-PARTY CONTENT**

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§ 4.1 We may provide hyperlinks or references to other websites maintained by third parties, or we may provide third party content on the Website by embedding or other methods. The links to third-party websites are provided for your convenience and information only. The content of the linked websites is not under our control. Therefore, we are not

responsible for the content, nor for further links on a third-party website. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk. It is up to you to take precautions to ensure that the third party site you link to is free of computer viruses, worms, Trojan horses and other destructive influences.

§ 4.2 We reserve the right to remove a link to a third party website at any time. The fact that we provide a link to a third-party website does not mean that we endorse, adopt, approve or sponsor that website. It also does not mean that we are affiliated with the owners or sponsors of the third-party website.

### **V. THIRD-PARTY CONTENT ON OUR SITE**

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§ 5.1 If a third party links to our website, this is not necessarily an indication of our endorsement, acceptance, approval, promotion, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has set a link to our website.

§ 5.2 A website that contains a link to our website:

- (a) may link to our content, but may not copy it;
- (b) must not create a browser or framework environment for our content or otherwise misrepresent it;

- (c) must not imply that we endorse them or the products offered there;
- (d) must not misrepresent their relationship with us;
- (e) must not present false information about our products or services; and
- (f) must not contain content that could be construed as distasteful, offensive, or controversial, and must contain only content that is appropriate for all ages.

## **VI. ANY INFORMATION YOU PROVIDE TO US IS NON-CONFIDENTIAL**

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§ 6.1 We do not wish to receive confidential or proprietary information from you via our website, unless expressly agreed otherwise. If you submit or post any materials, data, information, or ideas to our Site, they will be treated as non-confidential and non-proprietary, and we shall be free to reproduce, publish, or otherwise exploit such information for any purpose, including, but not limited to, researching, developing, manufacturing, using, or selling products, that contain this information. The sender of information to us is fully responsible for its content, including its truthfulness, accuracy, and non-infringement of the property rights of other persons, organizations, or companies. Personal data provided to us will be treated in accordance with our Privacy Policy.

## **VII. USE OF OUR INTELLECTUAL PROPERTY**

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§ 7.1 The trademarks, service marks, trade names and logos used and displayed on our website are our registered and unregistered trademarks. Nothing contained on this website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks without our written permission. We consistently enforce our intellectual property rights. Our brand and logo may not be used in any way without prior written permission, including in advertising or public relations in connection with the distribution of

Materials on our website. You may not use any metatags or other "hidden text" utilizing our brand name or trademarks without our express written permission. You are not authorized to use our logo as a hyperlink to our website unless you have obtained our prior written permission.

§ 7.2 All other trademarks and trade names are the property of their respective companies. We disclaim any ownership rights or claims in other people's trademarks from us.

## **VIII. ALL CONTENT ON OUR WEBSITE IS PROTECTED BY COPYRIGHT**

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§ 8.1 The entire content of this Website, including all materials, documents, text, designs, graphics, logos, images, audio and video files ("Content") is our property or that of our affiliates and suppliers and is protected by international intellectual property laws. The compilation of all content on this website is our exclusive property and protected by international copyright laws. You may not include, embed, embed, or subject to any similar techniques any trademarks, logos, or other proprietary information, including images, text, page layout, or form, without our prior express written permission.

## **IX. YOU MUST COMPLY WITH APPLICABLE LAWS WHEN ACCESSING OUR WEBSITE**

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§ 9.1 This website is controlled by our offices at the address specified in Article XII . We make no representation

that the content or materials on the Site are appropriate or available for use in other jurisdictions. Access to the content or material on our website from countries where such access is illegal is prohibited. If you choose to access this website from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We do not accept any responsibility for violations of the law. You may not use or export the materials on this website in violation of applicable export laws and regulations.

## **X. YOU WILL INDEMNIFY US FOR THE USE OF OUR WEBSITE**

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§ 10.1 You hereby agree to indemnify and hold us and our suppliers and affiliates, and our or their respective officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs, including but not limited to attorneys' fees and costs, incurred by the Indemnified Parties in connection with any claim arising out of your use of our website or any breach of these website terms by you. If the indemnification provided for in this paragraph is not available or for any reason is insufficient to indemnify the Indemnified Parties, you agree to contribute to the settlement of all losses, claims, and liabilities to which the Indemnified Parties may be exposed, in proportion to your relative fault with respect to that of the Indemnified Parties with respect to the activity, which leads to the claim for compensation. You will cooperate with us in defending any claims to the extent reasonably necessary. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in no event will you settle any such matter without our written consent.

## **XI. A FEW FINAL REMARKS**

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§ 11.1 Waiver. No failure or delay by either party in exercising any right under the Website Terms of Use and the User Code shall constitute a waiver of such right. No waiver under the Website Terms of Use shall be effective unless in writing and signed by an authorized representative of the party deemed to have made the waiver.

§ 11.2 Rights of Third Parties. Some of the provisions of this Agreement are for the benefit of us and our affiliates, officers, directors, employees, agents, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on their own behalf.

§ 11.3 No legal services. Neither the provision of the Services nor the provision of the Website Terms of Use and related instructions constitute legal advice or legal services.

§ 11.4 Governing Law; Place of jurisdiction; Fees.

(a) These Website Terms of Use and any disputes arising out of or related thereto shall be governed exclusively by the laws of Austria, excluding conflict of law principles and the United Nations Convention on the International Sale of Goods. Austrian courts shall have exclusive jurisdiction to decide any dispute arising out of or in connection with the Website Terms of Use, including their formation, interpretation or enforcement.

(b) Each party hereby consents to and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce the rights under the Website Terms of Use, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

§ 11.5 Severability. All provisions of the Website Terms of Use shall be deemed severable, and the invalidity or

unenforceability of any provision shall not affect the validity or enforceability of any remaining provisions. If any provision of the Website Terms of Use is held to be invalid or unenforceable, it shall be replaced by an appropriate and reasonable provision to give effect to the intent and purpose of the invalid or unenforceable provision to the fullest extent possible; the remainder of the Website Terms of Use and the application of such provision to any other person or circumstance shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision or its application in any other jurisdiction.

§ 11.6 Headings. The section headings in the Website Terms of Use do not form part of these Terms, but are for convenience only and are not intended to limit or affect the meaning of the provisions.

## **XII. CONTACT**

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§ 12.1 The Services are provided by VRASQA GmbH, Konrad-Lorenz-Straße 10, 3430, Tulln an der Donau, Austria. (MISSIONACOUSTIC is a trademark of VRASQA GmbH)

§ 12.2 If you have any questions about the Website Terms of Use, please contact us by e-mail at [support@VRASQA.com](mailto:support@VRASQA.com) [support@MISSIONACOUSTIC.com](mailto:support@MISSIONACOUSTIC.com) or via our website.