

GENERAL TERMS AND CONDITIONS/ TERMS OF USE

Version 1.0 / March 2021

1. Validity

1.1. Our following General Terms and Conditions (“ToC”) apply to all transactions between Irnberger Foundation GmbH (from now on “we” or “us”) and a consumer (from now on “contractual partner” or “you”). Our offer is directed exclusively at consumers within the meaning of the law.

1.2. Irnberger Foundation GmbH provides the possibility to stream classical concerts via the internet.

1.3. You can also access or save the ToC at any time at <https://irnberger-concerts.com/general-conditions/>. We will provide you with earlier versions upon request to office@thomas-albertus-irnberger.com.

1.4. Before completing the legal transaction, you have to accept the current version of the ToC in the order process.

1.5. Any terms and conditions of the contractual partner that contradict or deviate from our ToCs shall only apply unless we have expressly agreed to their applicability in writing.

2. Conclusion of a contract, storage of the text of the contract

2.1. The following regulations on the conclusion of contracts apply to subscriptions via our streaming platform on www.irnberger-concerts.com.

2.2. If you enter into a contract with us, your contractual partner is Irnberger Foundation GmbH, Berchtesgadnerstrasse 66, 5020 Salzburg.

2.3. The presentation of our services on our streaming platform does not constitute a legally binding contractual offer on our part. It is only a non-binding invitation to you to order a subscription. By purchasing the desired subscription, the contractual partner submits a binding offer to conclude a subscription.

2.4. The contractual partner makes a binding offer to enter into a contract by completing the order procedure on our streaming platform.

You place the order in the following technical steps:

1. Click on "Subscription" on the start page.
2. Selecting a subscription model
3. Creating a customer account/logging into an existing customer account
4. Re-check or correction of the respective entered data/order
5. Confirmation of the order and forwarding to the payment service provider

2.5. Before you submit the binding order, you may return to the webpage, which lists your details, correct errors, amend your data, or cancel the order process by closing the Internet browser by pressing the "Back" button included in your Internet browser.

2.6. We will confirm receipt of the order immediately by an automatically generated email ("confirmation of receipt").

2.7. After receipt of the order, you can review your order data in your customer account. For security reasons, the contractual text is no longer accessible via the internet but stored electronically.

2.8. The contract is concluded with the activation of the ordered subscription or the provision of the service.

3. Prices, payment

3.1. We publish our currently valid prices for our services at <https://irnberger-concerts.com/subscription/>.

3.2. The prices stated are in EURO and include the statutory value-added tax and other price components.

3.3. The contracting party has the option of payment via Paypal.

3.4. The amount stated in the invoice is due immediately.

4. Access to online content

4.1. The customer account is activated automatically, usually within a few minutes.

4.2. Irnberger Foundation GmbH reserves the right to change or take free content offline at any time at its sole consideration.

4.3. Irnberger Foundation GmbH expressly reserves the right to restrict online content to specific geographical regions.

4.4. Online premium content is activated automatically after receipt of payment, usually within 24 hours.

4.5. Payments made by the contracting partner for the selected performance periods

will not be refunded.

4.6. Access to online content is stored, and you can check your history in your customer account. / We save accesses to our online content for backup purposes and safety reasons.

5. Subscription

5.1. We offer you premium online content as subscriptions. The subscription prices are accessible in the order options, as well as at <https://irnberger-concerts.com/subscription/>.

5.2. The subscription ends automatically after the expiry of the selected "Subscription" without the need for cancellation.

5.3. When you terminate your subscription or your subscription period ends, we will revoke your access to the premium online content. However, your customer account is still available, and you can always use it for streaming free content.

6. Use and copyright

6.1. The copyrights to the content provided, including the associated information and descriptions, are held by . Irnberger Foundation GmbH

6.2. Irnberger Foundation GmbH grants the contractual partner a simple work use authorisation to use the content for the agreed subscription period.

6.3. The contracting party is entitled to the non-exclusive, limited right to stream the content for its personal and non-commercial use for the subscription time. You can watch the online premium content with people living in the same household as you. In particular, you must not use the content for public performances.

6.4. Furthermore, you are forbidden to record, download, archive, reproduce, share, upload or modify the online content provided. In particular, the contractual partner may not modify, license or offer the works for sale to third parties.

6.5. Irnberger Foundation GmbH is entitled to terminate or restrict the subscription with immediate effect and delete your customer account in the event of a breach of these regulations. Irnberger Foundation GmbH expressly reserves the right to take legal action against any infringement of copyright.

6.6. You can stream the online content in different video qualities [SD/HD/... pls amend]. The transfer rate is adjusted automatically based on the available

internet speed and bandwidth. / You can change the video quality manually. For streaming online content, your internet connection must be at least 1.0 Mbit/s. Irnberger Foundation GmbH accepts no liability for reduced video or sound quality if the internet connection is not meeting the minimum requirements.

7. Customer account

7.1. You can set up a free customer account at any time at <https://irnberger-concerts.com/> and use it to access free content on the website.

7.2. The contracting party undertakes to keep the access data, and the password for the customer account safe and not pass them on to third parties.

7.3. If your details change, you can add or amend them in your customer account's account settings.

7.4. You can delete your customer account at any time in the settings of your customer account dashboard.

7.5. Irnberger Foundation GmbH reserves the right to close or block your customer account if you violate applicable law or contractual agreements.

8. Right of withdrawal of the consumer

If the contractual partner is a consumer, he has the right of withdrawal.

8.1. Withdrawal instructions

Right of withdrawal

You have the right to cancel this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us Irnberger Concerts, [address, insert fax number/email address of the contractor if applicable] of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the delivery costs (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

End of instructions

8.2. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract).

To:

*Irnberger Foundation GmbH, Berchtesgadnerstrasse 66, A-5020 Salzburg, Austria,
Email: concerts@thomas-albertus-irnberger.com*

I/We () hereby give notice that I/We (*) withdraw from my/our (*)/for the provision of the following service (*)*

Ordered on ()/received on (*)*

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is notified on paper)

Date

() Delete as applicable.*

8.3. Exceptions to the right of withdrawal

There is no right of withdrawal for the delivery of digital content not stored on a physical data carrier. Provided,

- that the consumer gives his express consent, and
- that the consumer has the information that he will lose the right of withdrawal in the case of premature executing of the contract, and
- that Irnberger Foundation GmbH provides a copy of the confirmation to the consumer that we have started with the performance before the withdrawal period expires.

If you do not consent to waive your right of withdrawal, your access to the online premium contents starts **after** the withdrawal period's expiry (14 days).

9. Warranty

9.1. The mandatory statutory warranty provisions apply to consumers; in particular, the warranty period for movable goods is two years.

10. Damages

10.1. Insofar as we are liable for damage, we shall only be liable for intent and (gross) negligence. If the contractual partner is a consumer, we are also liable for simple gross negligence.

10.2. Any further liability is excluded. In particular, we are also not liable for indirect damages and lost profits.

10.3. Our liability is limited to the amount of the agreed contractual remuneration. Any further liability is excluded unless otherwise provided for by consumer protection regulations.

10.4. We assume no liability for the currentness, correctness, completeness, and content provided.

10.5. We accept no liability for late delivery or impossible delivery during the

subscription period resulting from circumstances beyond our control (e.g. internet connection faults).

11. Applicable law, place of jurisdiction, place of performance, written form

11.1. Austrian law shall apply exclusively to the exclusion of the conflict of law and conflict of laws provisions and the UN Convention on Contracts provisions for the International Sale of Goods. In a consumer case, this choice of law shall apply except for the law's mandatory provisions of the consumer's habitual residence.

11.2. The place of jurisdiction for disputes arising from or in connection with the contract or this ToC between the contractual partner and us is exclusively the court with subject-matter jurisdiction at the registered office of Irnberger Foundation GmbH. Excluded from this are the legally mandatory places of jurisdiction for consumers.

11.3. The place of performance is the registered office of Irnberger Foundation GmbH.

11.4. The contractual parties must make amendments to this contract in writing; this also applies to subsidiary agreements and subsequent amendments to the contract and any waiver of the written form requirement.

12. Contract language

German and English are available as contract languages. In the event of contradictions in the interpretation of the contract, the German language version shall prevail.

13. Data protection

We comply with the data protection regulations, in particular the GDPR. You find our data protection declaration and further information on our website at <https://irnberger-concerts.com/privacy-policy/>.

14. Severability clause

If any provision in these ToC is or becomes invalid, the other provisions validity shall not be affected.