

Terms of Use

1. Agreement

The following Terms of Use govern the use of Wer liefert was? GmbH (WLW) within the scope of the WLW services offered on its website.

The user agrees to these Terms of Use by express declaration and/or implicitly as a result of using the website and confirms that they will use the WLW services subject to these Terms of Use.

WLW reserves the right to modify these terms of use at any time.

2. Definitions

The meaning of the following within the scope of these Terms of Use is:

- 2.1 WLW: the company Wer liefert was? GmbH, Inkustrasse 1-7/6/1st floor, 3400 Klosterneuburg;
- 2.2 User: any natural person or legal entity that uses the WLW services offered by WLW on its website;
- 2.3 Advertiser: any provider of products and services that is listed in the WLW supplier search engine;
- 2.4 WLW services: the services offered by WLW encompass in particular: – WLW supplier search engine, WLW “Send enquiry“, WLW “Send SMS“ and WLW “Recommend company“;
- 2.5 WLW supplier search engine: website function which allows users to look for advertisers or for the products and services they offer;
- 2.6 WLW “Send enquiry“: website function which allows users to inform advertisers about their definite interest in the advertiser’s services or products;
- 2.7 WLW “Send SMS“: website function which allows users to send the advertiser’s contact data found on the WLW supplier search engine by SMS to the users’ mobile phone;
- 2.8 WLW “Recommend company“: website function which allows users to pass on the advertiser’s contact data found on the WLW supplier search engine by e-mail to third parties known to the user either personally or through business.

3. Extent of use

WLW allows the user non-binding use of the WLW services, this use can be revoked at any time. WLW assumes no obligations whatsoever in this respect vis-à-vis the user.

The user undertakes not to send any pornographic, politically extreme or religiously fanatical material or other content that violates prevailing law.

The user undertakes further to use the WLW services exclusively in a lawful manner and on no account for sending unsolicited messages. The user is only entitled to use the services WLW “Send SMS“ and WLW “Recommend company“ for recipients who have given the user their consent to do so verifiably. The user is responsible for checking any possible recipient entries in the Robinson list and refrain from sending anything if applicable. The user may send neither messages for direct advertising nor bulk mailings.

If the user sends data to advertisers or third parties, they are obligated as the sender to give their true identity and correct e-mail address.

4. Warranty and Liability

WLW does not accept any responsibility or liability for the content, accuracy, completeness or data integrity of the data/information supplied by WLW nor for the availability or functionality of the WLW services. Any warranty claims and claims for damages are excluded insofar as legally admissible.

The user is liable, in accordance with the legal provisions and pursuant to these Terms of Use, for the content they send via the WLW services. Should a claim be made on WLW as a result of the user acting illegally or violating these Terms of Use, the user agrees to indemnify and hold WLW completely harmless.

5. Consequences of misuse

Should the user violate any legal provisions or point 3 of these Terms of Use, they shall pay a contractual penalty of €100.00 for any unsolicited communication and advertiser or recipient.

Any claims of WLW exceeding those remain unaffected.

WLW is also entitled to refuse the user access to the WLW services at any time, to advise all WLW users and advertisers in an appropriate manner of the methods of the user and to inform the user's Internet service provider of the user's conduct and use its influence to have the user's Internet access and web hosting accounts blocked.

6. Data protection

The user agrees to any data, personal if need be, but in particular data related to content, use, traffic and connections being stored and processed for the purpose of providing WLW services and for statistical purposes.

WLW guarantees that the data will not be passed on to third parties outside the company for advertising purposes.

WLW is entitled to pass this data on to third parties for the purposes of asserting legal rights in the event that the WLW services are used unlawfully or for something that may conflict with or contradict these Terms of Use.

7. Final provisions

Substantive Austrian law, excluding the CISG and the conflict of law rules, shall apply exclusively to the use of the WLW services and to these Terms of Use.

Jurisdiction of the court competent for the City of Vienna as regards the subject matter is agreed upon.

Any amendments to these Terms of Use must be made in writing.

The invalidity of any individual provisions shall not otherwise affect the validity of these Terms of Use. A legally effective provision that achieves as similar effect as possible shall replace the invalid provision.

Wer liefert was? Ges.m.b.H.
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