

General terms and conditions

1. Scope of application

Unless otherwise agreed in writing, these Terms and Conditions shall apply to all agreements between weXelerate GmbH in its capacity as landlord (hereinafter referred to as weXelerate) and the contracting party.

Contracting party shall mean an individual or legal person who concludes a contract with weXelerate for using rooms, areas and furnishings for a limited period of time and for having services rendered by weXelerate for an event in the building of weXelerate in Praterstraße 1, 1020 Vienna.

2. Subject matter of contract

Subject matter of contract are those rooms, areas and facilities in the building of weXelerate in Praterstraße 1, 1020 Vienna which the contracting party specifically leases according to the agreement with weXelerate.

The rooms, areas and facilities, which present the subject matter of contract, have been defined in an offer between weXelerate and the contracting party and shall be made available in accordance with the respective agreements. They shall only be used by the party authorized, the time specified, and the purpose agreed in the respective agreements. It is prohibited to pass on or subletting the booked premises to a third party.

3. Care of the leased premises

All of the rooms, areas, equipment, etc. shall be treated with care. Except for normal wear, they shall be returned in the same condition they were in before they were used upon expiration of the agreed time period

Any modifications to such rooms, equipment, etc. shall be subject to weXelerate's written consent. Any attachment of decorations, advertising, etc. on the building shall also be subject to weXelerate's written consent.

4. Fee

The contracting party owes weXelerate the agreed fee for the agreed services. Additional services will be charged by weXelerate according to the official price list.

weXelerate's currently valid price list at the time of the event is part of the rental agreement.

Unless otherwise expressly agreed a 100% down payment has to be made when the contract is concluded.

5. Terms of cancellation

The contracting party is entitled to cancel the contract unilaterally by giving written notice under the following terms of cancellation.

The contract partner can withdraw in writing from this contract to the following cancellation conditions:

Cancellation free of charge 1 month after booking - unless the event takes place within 6 months of booking, then the cancellation fees mentioned below apply.

Up to 6 months before the event 10% processing fee from the total invoice.

From 6 months before the event 50% of the total invoice amount

From 3 months before the event 100% of the total invoice amount.

The cancellation must be made in writing (by post or email).

weXelerate reserves the right to cancel events up to 9 months before the start of the event due to right of repossession.

6. Utilization period

Utilization periods shall be agreed between weXelerate and the contracting party. Use of the facilities in the building outside of such periods must be substantiated and shall be subject to weXelerate prior written consent. weXelerate shall reserve the right to charge the organizer for any additional allocation and operating costs that may arise in this respect. The rooms are not heated/air conditioned prior to and after the official mounting and dismounting times or prior to/after the event.

Leased periods that are exceeding shall be charged extra according to current price list, i.e. each commencing hour shall be charged as a full hour.

7. Objects taken into the building

Any and all objects to be taken into the building are subject to the prior agreement between the contracting party and weXelerate, who shall also agree on the time and mode of delivery and any storage that may be required. Official regulations must be observed when taking objects into the building.

The use of equipment and machines not provided by weXelerate shall be subject to weXelerate's written consent. The lighting, loudspeaker and other technical systems must be installed by the building staff or by professional, licensed companies approved by weXelerate. Machines and equipment with combustion engines may not be operated indoors. If machines and equipment containing highly volatile fuel (gasoline, benzene, gas, etc.) are to be set up, their fuel tanks must be drained, and filling orifice sealed before bringing them into the room. The battery must be removed or disconnected. Oil must be thoroughly removed from the engine and body.

Using open flames, lighting candles, sparklers or other pyrotechnic items is prohibited. It is also forbidden to bring weapons of any kind into the premises, including firearms, knives, knuckledusters and all other stabbing weapons (including historical or antique objects), without the prior authorization of weXelerate.

Bringing in dangerous goods of chemical, biological or nuclear nature is generally prohibited and can only be approved in writing in exceptional cases.

It is strictly prohibited to bring in or consume drugs on weXelerate's premises.

weXelerate shall not assume any liability whatsoever for objects brought into the building. The risk shall be borne by the contracting party, who shall indemnify and hold weXelerate harmless against any third-party claims. weXelerate shall not provide any guard service.

8. Authorized agents

The contracting party's authorized agents are deemed to be authorized to accept official instructions or other objections or declarations, also from weXelerate, with legally binding effect on behalf of the contracting party. weXelerate shall be informed of the authorized agent's name at the time of starting to mount at the latest.

9. Right of access

Access to the rooms and areas leased under the agreement shall be provided to the competent official bodies, government agents and weXelerate's representatives.

The contracting party understands that weXelerate is entitled to inspect the premises and areas used by the contracting party during the term of the agreement, unless such inspection significantly impairs the purpose of the agreement or the contracting party's rightful interests. The contracting party shall not be entitled to perform inspections on its own without prior agreement

Entering the building with dogs is permitted. The dog must be kept on a leash, housebroken and socialized. In case of "little accidents", please contact the cleaning service and the resulting bill must be paid. The dog owner must ensure that there is no constant noise pollution in the building.

Other pets are only allowed in the building after weXelerate's approval.

10. Official permits, licenses, commissioning

Public events are subject to special terms and conditions. Special attention is drawn to the compliance with such regulations (in accordance with the police regulations for public events).

The contracting party shall ensure, at its expense, that it receives all of the required permits and licenses in due time. Any official conditions shall be fulfilled at the contracting party's expense and proof of fulfilling such conditions provided. If formal commissioning is to take place, the contracting party or its representative shall attend.

The contracting party shall be responsible for declaring and paying any applicable taxes and fees. If weXelerate is directly held liable for such payments, the contracting party shall indemnify and hold weXelerate harmless in this respect.

11. Duty to provide information

The contracting party shall provide weXelerate with detailed written information on the type of event and the scheduled program at least 3 weeks prior to the event

The leased premises shall be turned over during the inspection of the building in the presence of the contracting party or its authorized agent and a weXelerate representative. The contracting party shall report any shortcomings immediately and expressly waives its right to raise any subsequent claims with respect to defects. The inspection dates shall be determined by the utilization period specified in the agreement, i.e. before and after mounting and dismounting. Minor technical deviations shall not be considered defects. weXelerate shall immediately be notified of any damage and/or waste and weXelerate shall notify the contracting party accordingly. Repairs shall be carried out as soon as possible at the contracting party's expense.

The contracting party shall ensure that it or its authorized agent is present and can be reached by phone at all times while the rooms are being used.

12. Catering

Catering services in the building are exclusively rendered by companies authorized for that purpose by weXelerate. The contracting party shall conclude separate agreements with one or several caterers from weXelerate's list and advise the commissioned caterer to weXelerate seven (7) days before the event starts.

Serving food and drinks brought onto the premises by the contractor itself or having food and drinks served by third parties shall be prohibited

13. Cleaning

If the contracting party requests basic cleaning or intermediate cleaning, weXelerate shall have such cleaning performed on behalf and at the expense of the contracting party. The premises shall be cleaned by a company commissioned by weXelerate. A one-time cleaning of the leased premises before starting to mount is included in the rent.

14. Parking

Sofitel has a paid underground parking. Costs for the parking have to be paid by the contracting party. Public parking is available around the building. The contracting party is responsible for checking whether these public parking spaces are liable to pay. weXelerate shall not be held liable for any costs.

15. Dismantling and transport away

The objects brought into the building must be dismantled and transported away professionally and by the time specified in the agreement, otherwise weXelerate shall be entitled to have all objects brought into the building removed and stored at the contracting party's expense and risk, regardless of who the owner is.

The contracting party shall ensure that any waste accumulating during the event or during mounting and dismantling work is disposed of. If the contracting party fails to fulfill this obligation, weXelerate shall be entitled to have the waste disposed of at the contracting party's expense.

16. Advertising activities

The contracting party shall inform weXelerate of planned advertising activities in due time. The leased areas shall be available to the contracting party for advertising purposes. weXelerate shall be entitled to issue rules with respect to the design in consideration of the overall appearance. Any advertising activities outside of the leased rooms and areas shall be subject to weXelerate's written consent. weXelerate shall be entitled to stop any unauthorized advertising activities or to remove any unauthorized advertising without contacting the partner and without invoking the courts at the contracting party's expense. weXelerate shall decide on any disputes arising in connection with the admissibility of certain advertising, precluding recourse to courts of law. weXelerate's decision shall be final.

Use of the weXelerate logo and the wording "weXelerate" on invitations or save the dates do not need weXelerate's express consent.

17. Distributing/selling goods or printed matter

The distribution or sale of all types of goods in the building is subject to weXelerate's express consent. The contracting party shall obtain the respective official permits and shall be liable for payment of any taxes. If weXelerate is directly held liable, the contracting party shall indemnify and hold weXelerate harmless in this respect.

18. Photographer

When commissioning a photographer, the following important points should be noted:

- The protection of a person's image: the publication of persons picture is inadmissible if this violates justified interests of the photographed person and no predominant interest in publication is existent. Therefore, pictures of persons - if no explicit consent exists - may only be published or publicly displayed to a limited extent. It must therefore be ensured that only people are photographed who belong to the event and have therefore approved the photo documentation.

19. Recording and broadcasting

The production and use of tape recordings or films as well as sound carrier, radio or TV recordings shall be subject to weXelerate's written consent. Recording (audio and/or visual) shall be subject to the contracting party's consent with reference to the legal basis. The use of any audio/visual equipment during music performances shall be subject to the prior acquisition of the AKM reproduction rights. The contracting party is required by law to apply for permission from AKM in due time prior to the event. Failure to obtain such permission shall make the contracting party liable to damages under the Copyright Law.

20. Standards of events

The furnishings and program of the event or the activities serving to fulfill the purpose of the agreement must conform with the building's reputation and meet its standards.

Any commercial or artistic activities held in the building against payment shall be subject to a separate agreement.

Religious events or events of a political party are not allowed in facilities of weXelerate.

If an event turns out to be an extremist event – even for brief periods of time – weXelerate shall be entitled to rescind the contract free of any charges and without any consequences whatsoever (not subject to a time limit).

21. Rescinding the contract

weXelerate shall be entitled to rescind the contract without notice if:

- if the required official permits were not or will not be submitted to weXelerate or if the event has been prohibited by the authorities; in these cases the costs or loss of rent shall be borne by the contracting party;
- if weXelerate becomes aware of the fact that the planned event is inconsistent with the agreement, in breach of the legal statutes or likely to disturb the peace;
- it is an unwanted event acc. point 20
- if weXelerate is forced to shut down one or more event areas or the entire event facilities for longer periods of time due to force majeure or other circumstances. This also includes restrictions in the use of or access to the leased areas due to repairs or renovations or due to regulations or conditions imposed by the authorities. In these cases weXelerate shall make every effort – without prejudice – to find another solution. Claims for compensation shall be precluded in these cases;
- if bankruptcy or composition proceedings are instituted against the contracting party's assets;
- the contracting party is in default with its financial obligations;
- if the contracting party is in default with payment for over 30 days under other agreements. No rights shall accrue for the contracting party towards weXelerate in such cases.

22. Liability

The contracting party shall bear the full risk of holding the event, including preparations for mounting, implementation and dismounting. The contracting party shall be liable for all damage – including consequential damage – caused by itself, persons it has appointed or employed, its authorized agents, visitors or guests, regardless to whose disadvantage the damage may be.

This shall specifically apply to:

- damage to the building and its inventory caused by the event;
- damage by bringing objects into the building as well as during mounting and dismantling work;
- consequences resulting from exceeding the agreed maximum number of visitors or providing an insufficient number of security police;
- all damage arising from vacating the premises late or in breach of the agreement, particularly due to being unable to rent the premises or only being able to rent the premises at a lower rent, including compensation for defamation of reputation and business reputation.

The contracting party shall expressly agree to employ qualified, professional staff. The liability of weXelerate and the property owner for any kind of personal injury or damage to property shall be limited to damage caused intentionally or by exceptional cases of gross negligence; liability shall be precluded in all other cases. The lessee shall hold the lessor and property owner harmless from and against any claims in this respect. The contractual partner shall be liable for ensuring that all data storage media handed over to weXelerate – such as USB sticks and SD cards etc. – are free of viruses, regardless of whether they were submitted by the partner directly, by his/her staff, by those working on his/her behalf,

by his/her authorized representatives, or by participating individuals or speakers. Hence, the contractual partner shall be held liable for any direct or consequential damages or losses incurred. In case of doubt, weXelerate reserves the right to refuse receipt of any such medium

23. Accidents, theft / Insurance

weXelerate shall not assume any liability whatsoever for accidents involving users of or visitors to the leased premises. weXelerate is not liable for any loss of items of the contracting party, its agents, employees, visitors or guests during or in connection with the event; this also applies to theft.

The contracting party shall take out liability, property and personal insurance required for the event at its own cost

24. Safety regulations, accident prevention and other laws and official regulations

The contracting party shall observe all of the statutory, official and other accident prevention regulations in effect when mounting and dismounting and during the event. The contracting party shall be responsible for the deployment of police, building police, fire department and ambulance. Any costs arising for this purpose shall directly be borne by the contracting party. Official bodies and weXelerate's representatives shall be granted access to the rooms in which the event is to be held as well as any rooms being used in connection with the event at any time.

Fire extinguishers, fire alarms and other safety devices may not be covered, blocked or obstructed. All halls in the rooms as well as the exits and emergency exits shall be kept completely clear and may not be obstructed by mounting material, means of transport, building components or other objects.

All companies working at or commissioned by the weXelerate are obligated to comply with the effective labor laws.

25. Technical breakdowns

weXelerate shall not be responsible for technical breakdowns or interruptions or failure of the power supply (electricity, water, heat, etc.), unless caused by willful or gross negligence on the part of weXelerate's employees or authorized agents, or for any operational breakdowns.

26. Immediate measures

If the contracting party or its authorized agent are absent from or unavailable prior to or during the event or utilization of the leased premises, weXelerate shall be entitled to have any measures it deems appropriate and necessary taken at the contracting party's liability, risk and expense without advance notice to the contracting party.

27. Effectiveness of messages

All agreements between the parties shall be made in writing to be effective.

Verbal notices to the contracting party or its authorized agent can be given in case of imminent danger (e.g.: during an event). A written confirmation of such verbal notice must be made within 48 hours.

All documents shall be mailed with legal effect to the address provided by the contracting party in writing; the contracting party shall bear the risk of transport.

28. Compensation

The contracting party shall not be entitled to offset its contractual obligations against alleged or de facto counterclaims.

29. Laesio enormis

Both parties waive the right to object against a breach exceeding or falling short of half of the true value as well as an error of appeal.

30. Stamp and legal fees

Any stamp or legal fees accruing from this agreement shall be borne by the contracting party.

31. Limitation

The contracting party shall file any claims it may have against weXelerate in writing within a period of 6 months after the end of the event, otherwise they shall be barred by the statute of limitations.

32. Applicable law, place of performance and jurisdiction

All agreements shall be governed by and construed in accordance with Austrian law, excluding UN sales law. The German version of this Agreement shall prevail for all matters of interpretation and construction. Vienna shall be the place of performance and payment for any and all obligations arising from this agreement. Any disputes shall be settled by the court in Vienna having subject matter jurisdiction.

33. Final provision

If any of the sections in these terms and conditions should be or become invalid, this shall not affect the validity of the remaining sections.

Data protection statement of weXelerate

1. Data protection

1.1. Protection of data by weXelerate

The processing by weXelerate of data directly related to the client in person or his/her employees for the purpose of fulfilling the contract shall be conducted subject to the principle of voluntary consent on the part of the client (in regard of certain categories of person-related data), and in line with the existing contractual provisions and current statutory provisions. The client shall be under no obligation to provide consent (as regards certain categories of person-related data), nor under any obligation to sign the contract. If consent is refused or the contract is not signed it shall result in the inability on the part of weXelerate to sign the contract in question.

1.2. Further processing

weXelerate shall further process data for the purpose of distributing non-consent-bound forms of direct marketing in harmony with fulfilment of the contract, such as send-outs of addressed postal advertising. Further processing for the purpose of consent-bound types of direct marketing, such as the electronic distribution of adverts or the production of personalized advertising, can only be done if the client has given specific additional consent to this end. There is no obligation to provide consent. If consent is not provided, this simply means the client will not receive any forms of advertising which are subject to the provision of consent

1.3. Disclosure

All data are subject to agreed and statutory obligations to confidentiality and the protection of person-related data. Disclosure of client data shall only occur in accordance with statutory provisions and with the consent of the client, except when they are required by typical business entities such as banks, tax advisors, lawyers, mailing services (etc.), or for the purpose of compiling an offer – such as for catering businesses and photographers.

1.4. Worldwide disclosure

The client consents to the worldwide disclosure of his/her data, in particular to enable remote access by weXelerate for the purpose of facilitating the execution of contract-related processing steps.

1.5. Period of storage

Client data shall be stored for a maximum of thirty years subsequent to completion of project contracts to ensure all required documentation is complete and all statutory obligations have been met.

1.6. Right of revocation

The client shall be entitled to revoke his/her consent at any time. If consent was provided in writing, consent can only be revoked in writing. As regards consenting to the receipt of electronic advertising, in some cases revocation may also be permitted by clicking the unregister link. In such cases, if there is no other existing legal basis for continuation, processing will be ceased. The legality of data processed prior to revocation shall not be affected

1.7. Right of objection

The contractor shall be entitled to object to the processing of his/her personal data for direct advertising purposes. If an objection is submitted, no further person-related data shall be processed for direct advertising and marketing purposes

1.8. Rights of persons affected

The contractor and/or affected employees are entitled to be informed about, and reported to regarding their person-related data, and to demand their deletion, to demand restrictions on the processing of such data, to insist on the right to data portability, and the right to submit complaints to the (Austrian) Data Protection Authority Barichgasse 40-42 1030 Vienna, Austria Telephone: +43 1 52 152 0 E-mail: dsb@dsb.gv.at

2. Final provisions

2.1. Terms and conditions. All activities are subject to the weXelerate terms and conditions

Stand 01/2020