

General Terms and Conditions of Use

1. Scope and application

1. The websites offered by us may only be used on the basis of these Terms and Conditions.
2. In individual cases, these General Terms and Conditions of Use may be complemented, modified or replaced by additional terms and conditions, for example by those applicable to our ÖBB products and services.
3. By using a website, you accept the applicability of these General Terms and Conditions of Use as amended.

2. Websites

1. On our websites, we make different types of information as well as applications available for access and download.
2. We are entitled to partially or fully discontinue the operation of our websites at any time. We furthermore assume no responsibility for the uninterrupted availability of our websites.
3. Some pages included in our websites may be password-protected. In the interest of safe and secure business transactions, access to these pages is therefore, in certain cases, only possible if you have previously registered. However, you have no legal claim to a registration.
4. We furthermore reserve the right to introduce pre-registration requirements for websites which up until now have been freely accessible.

3. Rights of use

1. The use of the information and applications made available on our websites is subject to these terms and conditions as amended.
2. Any separately agreed terms and conditions of use or licensing have priority over these General Terms and Conditions of Use.
3. As a user, you are granted a non-exclusive and non-transferable right to use the information and applications made available on our websites within the scope of the individual special agreement. Should no separate agreement be entered into, the use is only permissible subject to these Terms and Conditions of Use to the extent that usage by you is in accordance with the intended purpose of provision and transfer.

4. Information and applications may at no time be sold, leased or in any other way made available to third parties.
5. Information, brand names and other contents may not be modified, copied, duplicated, sold, leased, complemented or utilised in any other way without our prior written consent.
6. Unless we have concluded a separate agreement with you, these Terms and Conditions of Use grant you no further rights whatsoever, e.g. regarding business names, industrial property rights or trademarks, other than the terms of use explicitly granted herein. You furthermore have no claim to be granted any according rights by us.

If as a user of our websites you submit any ideas or suggestions, we are entitled to use and realise these free of charge.

4. User obligations

1. When or by using our websites, you as a user may not
 - violate moral standards with your usage behaviour;
 - use them for unlawful purposes;
 - violate our industrial property rights, copyrights or other property rights;
 - transfer content containing viruses, i.e. Trojans or other programming, which may be harmful to us;
 - enter, save or send hyperlinks or contents for which you have no according authorisation, especially if these include advertising or unrequested e-mails (spam) or false warnings against viruses, defects. etc. or if they solicit participation in competitions, snowball systems, chain letters, Ponzi schemes or similar activities.
2. We are entitled to ban access to our websites at any time, in particular if you as a user violate these General Terms and Conditions of Use or other special agreements.

5. Third-party websites (hyperlinks)

1. Our websites may contain hyperlinks to third-party websites.
2. We assume no responsibility for the contents of these websites, as these are not contents provided by us.

6. Web analysis service

1. Our websites as well as our digital communication with our customers (e.g. our Newsletter) use Matomo. This is a so-called web analysis service. Matomo uses so-called "cookies". These are text files which are stored on your computer and allow us to analyse your usage of the web

pages. For this purpose, the usage information generated by the cookie (including your truncated IP address) is transferred to our server and stored for usage analysis purposes. This helps us in optimising our web pages. During this procedure, your IP address is immediately anonymised, so that you remain anonymous to us.

2. The information generated by cookies on the usage of our websites is not passed on to third parties.
3. You can prevent the use of cookies through according settings in your browser software. This may, however, result in your not being able to fully use all functions provided by our websites.
4. If you do not agree to the storage and analysis of data related to your visit and usage of our websites, you can object to such storage and usage by clicking below. In this case, a so-called opt-out cookie will be stored in your browser. As a result, Matomo will collect no session data. We expressly draw your attention to the fact that if you delete your cookies, this will also result in your opt-out cookie being deleted. It would therefore then have to be re-activated by you.

Here, you can decide whether or not a unique web analysis code is allowed to be stored in your browser to allow us the collection and analysis of different statistical data. If you do not agree, please click on the following link in order to set the Piwik deactivation cookie in your browser. Your visit to this web page is currently being recorded by the Piwik web analysis. Click here for your visit to no longer be recorded.

7. Liability

1. If we provide information and applications free of charge, any liability for defects in quality or title are expressly excluded, unless premeditated or malicious behaviour on our behalf can be proven.
2. Any liability in cases other than the ones mentioned above requires proven intentional or grossly negligent behaviour on our part. In general, any liability on our behalf regarding indirect or consequential damages or loss of profit as well as loss or modification of data is excluded. Liability for personal injury arises already in the event of minor negligence.
3. We furthermore assume no liability regarding accuracy, flawlessness, non-infringement of third-party property or trademark rights, completeness and/or usefulness or permanent availability.
4. While we strive to keep our websites free from viruses, we cannot guarantee the absence of viruses. Prior to using and downloading

information or applications, you as a user must independently take the required protective measures, for example by establishing relevant security measures such as a virus scanner.

8. Miscellaneous

1. Ancillary agreements must be in writing.
2. The Austrian laws apply, with the exception of the referring statutes of international private law and the UN Sales Convention.
3. The place of performance and jurisdiction is Vienna, unless the case relates to a consumer transaction as per §1 of the Austrian Consumer Act (Konsumentenschutzgesetz).