BTools GmbH
Wielandplatz 1/Top 27
1100 Wien, Österreich

HG Wien | FN502348y | UID ATU73926004
Geschäftsführer: Martin Kogelmann
austria@btools.at

TERMS OF SERVICE

Last updated [September, 22, 2025]

We are BTOOLS GmbH, doing business as BTOOLS ("**BTOOLS**" "**Company**," "**we**," "**us**," or "**our**"), a company registered in Wielandplatz 1/Top 27, 1100 Vienna, Austria. Our VAT number is ATU73926004.

AGREEMENT TO OUR TERMS OF SERVICE

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE SERVICES AND YOU MUST PROMPTLY CEASE USING THEM.

OUR SERVICES ARE INTENDED FOR USE BY BUSINESS, COMMERCIAL ENTITIES AND NATURAL PERSONS. YOU ARE NOT AUTHORIZED TO USE OUR SERVICES FOR PERSONAL OR HOUSEHOLD PURPOSES OR FOR ANY OTHER PURPOSE UNRELATED TO YOUR TRADE, BUSINESS OR PROFESSION. ACCORDINGLY, YOU WILL NOT BE ABLE TO RELY ON ANY APPLICABLE CONSUMER LAW OR BE ABLE TO INVOKE ANY CONSUMER RIGHTS.

Your access to and use of any our Services website, applications, and tools, including but not limited to MagicTools, TGAConcept, and CalculationTools, ZEITON, and any other products and/or services provided by us (collectively, our "Services") is governed by these Terms of Service (this "Agreement"),
These Terms of Service constitute a legally binding agreement made between you on behalf of an entity ("you"), and us, and concerning your access to and use of the Services. You agree that by clicking "I Agree" or by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms of Service.

Your access to and use of certain Services is governed by additional terms, conditions, guidelines, policies, or rules ("Supplemental Terms"). Any Supplemental Terms become part of your agreement with us if you use the applicable Service(s), and if there is a conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control to the extent of the conflict with respect to your access to and use of the applicable Service. The Supplemental Terms apply to your access to and use of MagicTools, TGAConcept, and CalculationTools, ZEITON, all available in the relevant app installers, if applicable.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason.

We will alert you about any changes by updating the "Last updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change.

Any new features or tools that are added to the current Services shall also be subject to the Terms of Service. It is your responsibility to periodically review these Terms of Service to stay informed of updates.

You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Services after the date such revised Terms of Service are posted.

The information provided on the website and/or Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the website and/or Services from other locations do so

on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

DEFINITIONS

"Authorized User, User" means an end user who has been invited, permitted, and who uses our Services based on the license lawfully obtained by the Enterprise or user who uses our Services based on the license lawfully obtained on his own behalf
"Business User" means the User who, on behalf of an Enterprise enters this Agreement
"Content" means all of our Services' features and technical resources available to Users, including, but not limited to, data, text, photographs, videos, audio clips, software, scripts, technology, know-how, designs, logos, graphics, images, illustrations, or any other content contained within the Services, and any interactive features generated, provided, or otherwise made accessible on or through our Services.
"Enterprise" means the legal entity which is the licensee of our Services and Party to this Agreement
"Intellectual Property Rights" mean any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or another intellectual property right, and all similar or equivalent rights or forms of protection, in any part of the world.
"Order form" means the form on our website page where the Authorized User fills in the information and details of the Services they wish to subscribe to.
"Party" or **"Parties"** means BTOOLS, the licensor and/or the licensee or third parties.
"Privacy Policy" means BTOOLS personal data protection policy.
"Seats" mean the number of Authorized Users in the plan, including both active and inactive users. The Enterprise may not invite new Authorized Users until it adds a sufficient number of corresponding Seats to its plan.
"Site" means any internet address which is owned and operated by BTOOLS
"Subscription" means Services that have a subscription fee
"Subscription Term" means the period for which the Subscription Plan is made available to an Authorized User, provided the Authorized User adheres to the obligations arising from this Agreement. The Subscription Term can be either monthly or annual.
"Supplemental Terms" means the additional terms for the different Services, which specify the obligations for the licensee for use of the specified Service.
"User Account" means an account associated with our Services, whose purpose is to allow the User to access and use our Services or certain parts of them and to create User Content.
"User Content" means any content provided by a User on our Services, including any entered, recorded, stored, used, controlled, modified, disclosed, transmitted, or erased information and data.
"User Data" means data in electronic form inputted or collected through the Services by or from any User (in the broadest possible interpretation of the term), including without limitation personal data (as described in the Privacy Policy

USER REGISTRATION

You may need to register for a User Account to access some or all of our Services.

If you register for a User Account, you must provide accurate account information and promptly update this information if it changes. You agree to keep your password confidential, and you must not permit others to use your password. You will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. You are solely responsible for any Subscription Plan payments, or any losses, damages, or expenses incurred by BTOOLS or a third party, or any activities that occur on your User Account. If you become aware of any unauthorized use of your User Account on our Services, you need to immediately notify us by sending an

email to austria@BTools.at.

USER REPRESENTATIONS

As a User, you enter this Agreement on your own behalf, and you represent and warrant that:

1. You have read and understood this Agreement;
2. All registration information you submit will be true, accurate, current, and complete;
3. You will maintain the accuracy of such information and promptly update such registration information as necessary;
4. You have the legal capacity, you are at the legal age of majority, and you agree to comply with these Terms of Service;
5. You will not access the Site and/or use the Services through automated or non-human means, whether through a bot, script, or otherwise;
6. You will not use the Site and/or Services for any illegal or unauthorized purpose;
7. Your use of the Site and/or Services will not violate any applicable law or regulation.

As a Business User, you enter this Agreement on behalf of your Enterprise, and you represent and warrant that:

1. You have the full legal authority to bind the Enterprise to this Agreement;
2. You have read and understood this Agreement;
3. You have the Enterprise's permission and authority to use the Enterprise's User Content;
4. You agree to this Agreement on behalf of the Enterprise that you represent, and in the event that you, your Authorized Users, your Enterprise, or any third party using credentials provided to your Enterprise violates this Agreement, the Enterprise agrees to be wholly responsible to us;
5. You will be deemed to represent such Enterprise and the word "User" or "you" in this Agreement will refer to such Enterprise as a Party to this Agreement (including you as its Business Users and its Authorized Users, as applicable);
6. Any Authorized User whom you permit to use our Services is at the legal age of majority
7. Any invitations sent or other permissions granted to access and use our Services will be limited to the number of Seats selected as part of your Subscription; and
8. You shall ensure that each Authorized User with whom you share your Workspace(s) will comply with all legal requirements applicable to the use of our Services and our End-User Agreement
9. All registration information you submit will be true, accurate, current, and complete;
10. You will maintain the accuracy of such information and promptly update such registration information as necessary;
11. You have the legal capacity and you agree to comply with these Terms of Service;
12. You will not access the Site and/or use the Services through automated or non-human means, whether through a bot, script, or otherwise;
13. You will not use the Site and/or Services for any illegal or unauthorized purpose;
14. Your use of the Site and/or Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Services (or any portion thereof).

To the extent that Services are provided to the Authorized User by BTOOLS is enabled to use software products as part of the services, Authorized User is entitled to the non-exclusive, non-transferable, non-sublicensable right, limited to the term of the contract, to use the software products in unchanged form.

Unless a separate agreement is made, no further rights to software products are transferred to the client.

SERVICES

Availability. Certain Services may be available exclusively online through the website.

We will make the Services available to you pursuant to this Agreement and the applicable plan you have chosen.

We will use commercially reasonable efforts to make the Services available, except (a) during planned downtime (of which we will give reasonable advance notice if practicable); (b) for any unavailability caused by circumstances beyond our reasonable control, including, for example, a force majeure event, performance issues with individual features, external network or equipment problems, or issues that are related to external apps or third parties; or (c) as necessary to update the Services to ensure their security and integrity and provide the Service.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region, or jurisdiction, or at any time and from time to time to modify, suspend, upgrade, change, or discontinue, temporarily or permanently, the Services (or any part of them) with or without notice or liability to you. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or Services that we offer.
All descriptions of Services are subject to change at any time without notice, at our sole discretion.

We reserve the right to discontinue any Services at any time. Any offer for any Services made on this site is void where prohibited.

We do not warrant that the quality of any Services will meet your expectations, or that any errors in the Service will be corrected.
If you are dissatisfied with any modifications to our Services, you agree that your sole and exclusive remedy is to terminate your subscription and discontinue use of the Services.

Updates and System or Technical Requirements. From time to time, we may issue updates to the Services. Depending on the update, you may not be able to use the Services until you have downloaded and installed the latest version of the hosting software and accepted any new terms. Some updates may not be available to certain device models. In order to use the Services, you may be required to obtain certain updates and/or upgrades to your device. You are responsible for any costs and/or fees associated with any such updates/upgrades. You also understand and accept that (a) the device you use to access the Services will require certain software in order for the Services to work correctly and it is your responsibility to ensure that you have the required up-to-date software; (b) the Services have not been developed to meet your individual requirements, and it is therefore your responsibility to ensure that the functionality of the Services meets your requirements; and (c) you are responsible for obtaining the data network access, and the required device necessary(including any associated costs or fees), to use the Services and any updates thereto. BTOOLS does not guarantee the Services will function on any particular network or device. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Technical issues. If you encounter technical issues or need assistance with our Services, we encourage you to contact our customer support team. We are committed to providing the necessary support to

address any concerns you may have regarding functionality, usability, or compatibility. If you have questions or encounter difficulties with our Services, please contact our customer support team at austria@BTools.at. We will be glad to assist you and ensure your satisfaction with our Services.

Monitoring. We do not monitor or control what others do with your Content. You are responsible for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the system may default to its most permissive setting. It is your responsibility to let other users know how your Content may be shared and to adjust the settings related to accessing or sharing your Content.

Beta version. We may designate some or all of our Services, or a feature of the Services, as a prerelease or beta version ("Beta Version"). A Beta Version does not represent the final product and may contain bugs that may cause system or other failures and data loss. We may choose not to release a commercial version of the Beta Version. You must promptly cease using the Beta Version and destroy all copies of the Beta Version if we request you to do so. In exchange for your use of a Beta Version, you agree that BTOOLS may collect data regarding your use of the Beta Version to improve our products and personalize your experience, regardless of whether or not you have opted out of data collection for non-Beta Versions. If you do not wish to have your usage tracked, you must discontinue your use of the Beta Version by uninstalling such Beta Version or utilizing a non-Beta Version of the Services or Software. Any separate agreement we enter into with you governing the Beta Version will supersede these provisions.

PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory, copy, modify, host, stream, sublicense, or resell the Services without written permission from us.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Solicit others to perform or participate in any unlawful acts; for example enable or allow others to use the Services or Software using your account information or offer, use, or permit the use of the Services or Software in a computer services business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as a part of a hosted service, or on behalf of any third party;
- Use a buying agent or purchasing agent to make purchases on the Services.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Services.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- submit false or misleading information;

- Attempt to impersonate another user or person or use the username of another user.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Harass, abuse, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Collect or track the personal information of others
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including, without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- Use the Services in a manner inconsistent with any applicable laws or regulations.

SUBSCRIPTION

While using our Services, BTOOLS will provide those Services to You for the Subscription Term, subject to compliance with these Terms of Service and all payment obligations. You may access and use the Services solely
a) in accordance with the Documentation for the Offering and any applicable Supplemental Terms, if any,
b) for your internal business purposes, in the form made accessible and/or provided by BTOOLS, and
c) within the scope of Your subscription, including the permitted number, Web Services Type, Territory, and other attributes specified for the type and level that You selected when subscribing for the Offering.

FEES AND PAYMENT

Authorized User, including anyone who has permitted or caused another person or Enterprise to participate in a Subscription, is deemed to have agreed to and accepted liability for the payments under such Subscription. You hereby authorize BTOOLS to charge to your designated account, relating to the Services you select, and you agree to pay all such fees in EURO and in accordance with this Agreement.

Authorized User must keep all the billing data in the User Account complete and accurate (such as a

change in billing address, credit card number, or credit card expiration date). If User fails to provide or properly update any of the foregoing information, User agrees that BTOOLS may continue charging for the Services unless User has terminated the Subscription as set forth herein and that User is still liable for the amounts charged. If your default payment instrument is declined for any reason, we may, at our sole discretion, deny access to our Services immediately. All sums payable to BTOOLS hereunder shall be paid in full, and in advance of the Subscription Term, without deducting or allowing the deduction of any currency conversion, wire transfer, remittance, applicable tax, or other charges related to the payment. The fees are exclusive of any VAT or other taxes and public duties, except where BTOOLS has explicitly stated to the contrary. It is each User's responsibility to bear all public duties related to the purchase of the Service. We may change prices at any time.

All payments are handled by a third-party payment processor. BTOOLS is not responsible for the processing of your payment and shall not be liable for any matter in connection therewith. Paid fees are non-refundable. If this Agreement or a Subscription is terminated or varied during a certain Subscription Term, the User shall not be entitled to any refund concerning that Subscription Term. In addition, payments made for future Subscription Terms will not be refunded unless the Parties explicitly agree otherwise.

RENEWAL

Your Subscription will continue for the length of the Subscription Term you select and will automatically renew for additional periods of the same length unless you cancel it.

To the extent permitted under applicable law, the renewal Subscription Term will be on the current Terms of Service, and subject to the renewal pricing provided for in your Order Form or, if not specified in the Order Form, on our standard pricing available on our Pricing Page.

CANCELLATION

You can cancel your Subscription via your User Account settings, and your Subscription will terminate upon the expiry of the then-current Subscription Term:
a) for a monthly Subscription Term, no less than 24 hours before the end of the Subscription Term, or
b) for a Subscription Term of more than a month, no less than one (1) full calendar month in advance of the end of the Subscription Term, unless otherwise set forth in your Order Form.

Access to our applications is controlled exclusively through the BIMAGINE Licence Manager. The only valid method to fully deactivate a user's access to our applications is by canceling the corresponding license through the BIMAGINE Licence Manager. It is the responsibility of the account holder or organization administrator to manage and update license assignments accordingly.

INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual

property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your internal business purpose only.

Your use of our Services

Subject to your compliance with these Terms of Service, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access,

solely for your internal business purposes.

Except as set out in this section or elsewhere in our Terms of Service, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Terms of Service, please address your request to: austria@BTools.at. If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms of Service and your right to use our Services will terminate immediately.

Your submissions and contributions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

Contributions: The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services [and possibly through

third-party websites.

When you post Contributions, you grant us a license (including use of your name, trademarks, and logos): By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submissions and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

We may remove or edit your Content: We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

Copyright infringement
Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, webSite designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the

"Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the Site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through the website (including the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third- third-party websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware that these Terms of Service no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to

which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

GUIDELINES FOR REVIEWS

We may provide you with areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy [https://bimagine.com/privacyAndPolicy]. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Please be advised that the Services are hosted in Austria.

You agree to receive communications from us, including via email. Communications from us may include operational communications (for example, concerning your subscription) or responses to your inquiries or marketing materials. To the extent required by law, we will provide you with a method to unsubscribe

from our promotional email list in the promotional email itself or through any other legally required means. Please note that you cannot unsubscribe from certain correspondence from us, including messages relating directly to your subscription or payments, and you agree that all agreements, notices, disclosures, and other such communications that we provide to you electronically, via email, or notification on the User Account, satisfy any legal requirement that such communications be in writing.

If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Austria, then through your continued use of the Services, you are transferring your data to Austria, and you expressly consent to have your data transferred to and processed in Austria.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children.

TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. [We also reserve the right to modify or discontinue all or part of the Services without notice at any time.] We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service; such determination shall not affect the validity and enforceability of any other remaining provisions.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service shall be governed by and defined following the laws of Austria. You irrevocably consent that the national courts of Austria shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

DISPUTE RESOLUTION

Informal Negotiations
To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Service (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration
Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the national courts of Austria.

Restrictions
The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration
The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the

validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OUR AFFILIATES, AND THEIR RESPECTIVE BUSINESS PARTNERS, LICENSEES, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY OF LIABILITY — WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE—FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY(INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE SERVICES), INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, ARISING FROM, RELATING TO, OR

IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICES, OR THESE TERMS, EVEN IF BTOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE ONE-MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (1) your Contributions; (2) use of the Services; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may

assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Service or use of the Services. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

BTOOLS GmbH
austria@BTools.at
Wielandplatz 1/Top 27, 1100 Vienna, Austria
Phone +43 (0) 1 7481480
FN502348y
UID ATU73926004