



## Sales partner at akkut

(a brand of MLINE GmbH)

\* Fields outlined in red are mandatory!

\* Fields outlined in green are filled in by MLINE!

Customer nr.:  Affiliate status:  Gold  Silver  Bronze

Internal  
comments:

It is particularly important to us to protect and securely store all personal data that you entrust to us. We process your data exclusively on the basis of the statutory provisions (DSGVO, DSG 2018, TKG 2003). For more information please refer to our privacy policy.

Company name\*:

Owner/managing director\*:

Industry/business field:

Contact person\*:

Position contact person:

Phone\*:

Fax:

Web:

E-Mail\*:

Mobile:

Newsletter registration:  YES Yes, I would like to receive the akkut newsletter at the above e-mail address until canceled and I consent to the use of my data for this purpose.

Delivery address\*:

Billing address\*:

Commercial reg. nr.:

VAT ID\*:

Appointment with a sales representative is desirable:  YES

Comments:

Electronic receipts by e-mail:  YES Yes, I would like to receive all invoices and credit notes by e-mail to the following accounting addresses and I consent to the use of my data for this purpose.

1. Name:

1. E-Mail:

2. Name:

2. E-Mail:

3. Name:

3. E-Mail:

Thank you for your interest in becoming an akkut sales partner! We would like to get to know your company better so that we can provide you with the best possible support in our future cooperation.

Please fill out the following form.

**What kind of customers do you serve?** (Multiple answers possible)

Reseller

B2B-end consumers

Others (please specify):

**In which area are your customers active?** (Multiple answers possible)

Accommodation

Restaurants

Bars

Entertainment venues

Catering

Event organizer

Health or cosmetic businesses

Others (please specify):

**Which sales channels do you use?** (Multiple answers possible)

Online

Stationary

Visiting customers directly

Others (please specify):

**How many active customers do you currently have? How many employees are in your sales team?**

**In which sales areas do you primarily operate?** (Countries/regions)

**Which product categories or brands are you currently selling?**

**What is your estimated annual turnover**

Previous year:

Current year:

Next year:

Comments:

**How much is the first planned order from akkut in euros?**

**Do you know companies with products comparable to akkut?**  
If yes, which?

**GTAC:**  YES

Yes, I have read the privacy statement and I agree to them.

**Privacy Statement:**  YES

Yes, I have read the privacy statement and I agree to them.

**Please send the completed and signed form incl. a copy of the company register / commercial register excerpt by fax to +43 1 616 26 27 - 215 or to office@akkut.at!**

MLINE Vertriebs- und Produktions GmbH, Laxenburgerstraße 238, A - 1230 Vienna  
Phone: +43 1 616 26 27 - 0, Fax +43 1 616 26 27 215

## General Terms and Conditions

Area of validity: Entrepreneurs (B2B) for products under the brand "akkut"

### 1. Scope of application

- 1.1 These General Terms and Conditions (in short: „GTAC“) of MLINE Vertriebs- und Produktions GmbH (in short: „MLINE“) apply to all deliveries and services of MLINE for all products under the brand akkut to companies („client“ or „trader“), irrespective of whether separate reference is made to them or not.
- 1.2 These GTAC apply to all products of the brand „akkut“ as well as to distribution products of other manufacturers.
- 1.3 Client's terms and conditions that deviate from or supplement our GTAC and the purchasing conditions presented in the appendix shall not be valid. Amendments and supplements to our GTAC always require the express written confirmation of MLINE.
- 1.4 These GTAC apply to all hardware and software products and services under the brand "akkut".

### 2. Conclusion of contract (hardware and software products), prices

- 2.1 All offers made by MLINE are always subject to change. Information in brochures, catalogues, websites, online shops and other written documents are non-binding for MLINE.
- 2.2 Placing an order with MLINE via e-mail, telephone or in person is deemed to be a binding offer, which can be accepted by MLINE at its own discretion. By clicking on the button „Submit order“ you confirm the correctness of your details and make a binding offer to purchase the products in the shopping cart.
- 2.3 After sending the order, you will receive a confirmation of receipt by e-mail. This merely confirms receipt of your order, but does not constitute acceptance of your purchase offer.
- 2.4 The contract shall only be concluded upon our express declaration of acceptance. The execution of the order shall in any case be deemed as acceptance.
- 2.5 The contract for software products is concluded by clicking on the order button „Submit order“ and runs for an indefinite period. The contract may be terminated by either party subject to a notice period of 6 months, but no earlier than the end of the minimum term agreed in the contract. Notice of termination must be given via registered letter to MLINE Vertriebs- u. Produktions GmbH, Laxenburger Straße 238, A-1230 Vienna, via e-mail to office@mline.com or online in the customer area of the website.
- 2.6 The purchase contract is concluded with MLINE Vertriebs- u. Produktions GmbH.
- 2.7 Unless otherwise expressly agreed in writing, the prices shall apply in accordance with MLINE's price list valid on the date of dispatch plus statutory VAT and plus shipping costs.
- 2.8 In the case of subscriptions, the price change is valid from the time of the adjustment and is prescribed with the next invoicing.
- 2.9 All fees and taxes (in particular value added tax) shall be calculated on the basis of the respective valid legal situation. If the tax authorities subsequently prescribe taxes or duties in addition, these shall be borne by the client.

### 3. Scope of work and service provision for software products

- 3.1 Individually created software or programme adaptations require programme acceptance by the client for the respective programme package at the latest four weeks after delivery.
- 3.2 This shall be confirmed by the client in a protocol. After four weeks without accepting the programme, the software supplied shall be considered accepted on the end date of the said period.
- 3.3 If the client uses the software in live operation, the software shall be deemed accepted in any case.
- 3.4 MLINE is entitled to have its tasks performed in whole or in part by third parties. No direct contractual relationship whatsoever shall arise between the third party and the client.
- 3.5 MLINE provides services for the client in information technology and the operation of hardware and software components in compliance with the enclosed Service Level Agreements (SLAs), which form an integral part thereof. The respective SLAs define the exact scope of MLINE's services. Unless otherwise agreed, MLINE shall provide the services during MLINE's usual business hours or according to the SLA.
- 3.6 MLINE will ensure the performance and availability of the services in accordance with the relevant SLA.
- 3.7 Services by MLINE which are utilised by the client beyond the agreed scope of services shall be remunerated by the client according to actual personnel and material expenditure at the rates valid at MLINE at this time. This includes in particular services outside MLINE's usual business hours, the analysis and elimination of faults and errors that have arisen due to improper handling or operation by the client or other circumstances for which MLINE is not responsible. Likewise, training services are generally not included in the services and require a separate agreement.
- 3.8 Insofar as MLINE arranges services of third parties at the request of the client, these contracts shall be concluded exclusively between the client and the third party under the respective terms and conditions of the third party. MLINE is only responsible for the services and products provided by itself.

### 4. Delivery

- 4.1 MLINE expressly reserves the right to supply only those clients who have their registered office in Austria or Germany.
- 4.2 The delivery times and dates stated by MLINE are non-binding and are subject to timely delivery to MLINE by MLINE's suppliers.
- 4.3 The legal successors of the client are also bound by the obligations arising from contracts concluded within the scope of these GTAC. MLINE is authorised to commission other companies with the fulfilment of obligations arising from this contractual relationship.
- 4.4 Delivery will be made "carriage forward" to the agreed delivery address. The selection of the shipping method shall be made by MLINE.
- 4.5 The costs of shipping shall be borne by the client. This surcharge is calculated on the basis of the current transport costs. It corresponds to MLINE's transport price list valid on the day of dispatch plus the statutory VAT. These can be found in the shopping cart when completing the order in the online shop and on the order confirmation when ordering by e-mail or telephone.
- 4.6 MLINE shall not be liable for the delivery, in particular for delay in delivery, transport damage and loss.
- 4.7 Alternatively, pickup at the location of MLINE Vertriebs- u. Produktions GmbH, 1230 Vienna, Laxenburgerstraße 238 during the opening hours shown on <https://akkut.at/> is possible after prior notification. In this case, packaging and transport surcharge shall be waived.
- 4.8 If a software subscription is concluded and the access data required for the use of the software is delivered by e-mail, the client shall not incur any additional shipping costs.
- 4.9 Unforeseen circumstances and obstacles, in particular force majeure, government measures, non-granting of official permits, industrial disputes, sabotage, shortage of raw materials, delayed delivery of materials through no fault of MLINE, etc., shall not constitute grounds for any claims whatsoever on the part of the client against MLINE, irrespective of whether these occur at MLINE or at a manufacturer or supplier. If such circumstances or obstacles occur, MLINE is entitled to withdraw from the contract after a delay in delivery of at least six weeks.
- 4.10 Technical and design deviations from information in brochures, catalogues and written documents, as well as all other product changes within the scope of further development, are reserved, without this giving rise to any claim against MLINE.
- 4.11 Unless otherwise expressly agreed in writing, the mere delivery of the physical goods is owed, but no service, installation, software support or the provision of other support. In the case of an active subscription to our software products, the software-related support and the provision of support are possible against payment.

### 5. Retention of title, assignment of claims

- 5.1 MLINE reserves the right of ownership to all delivered hardware and software products until full payment of all claims arising from this contract, including future claims together with ancillary claims (e.g. transport costs, default interests, reminder and collection charges).
- 5.2 In the event that goods which have not been paid for in full are passed on in the ordinary course of business, the client hereby assigns its claims against the third party arising from such passing on and undertakes to note this assignment of claims accordingly on the invoices to the third party or in his books.
- 5.3 In the event of default in payment and after expiry of the grace period set in the 2nd reminder, MLINE is entitled to enter the client's business premises, to take possession of the product groups (articles) corresponding to the outstanding claims and to hold them in safekeeping until full payment of all claims arising from the contract. The taking possession and safekeeping of the products shall not be considered as a withdrawal from the contract by MLINE. The other rights of MLINE arising from the agreed retention of title shall remain unaffected. In the case of software products, access as well as the use of the respective service shall be prevented.
- 5.4 Insofar as software products are provided to the client by MLINE or the client is enabled to use software products within the scope of the services, the client shall be entitled to the non-exclusive, non-transferable right, limited to the term of the agreement, to use the software products in unmodified form.

### 6. Right of withdrawal and return

- 6.1 MLINE is entitled to withdraw from the purchase contract if, after the order has been placed, in the opinion of MLINE, the financial situation or creditworthiness of the client changes in a lasting negative manner and, after being requested to do so by MLINE for the first time, the client refuses to provide collaterals or to make advance payments.
- 6.2 MLINE is entitled, at its own discretion, to withdraw from all contracts with the client if the ownership of the client's company changes significantly.
- 6.3 MLINE is furthermore entitled to terminate the contract prematurely for good cause if essential parameters of the service provision have changed and MLINE for this reason can no longer be expected to continue the services from an economic point of view.
- 6.4 If MLINE suffers damage as a result of the improper handling of the hardware and software products obtained from MLINE or of the advertising material provided by MLINE, as a result of false or incorrect information or as a result of any other conduct on part of the client that is detrimental to MLINE, MLINE is entitled to terminate further delivery to this client as well as to withdraw from any other contractual obligation. The assertion of compensation for damages remains expressly reserved.
- 6.5 Upon termination of the contract, the client shall immediately return to MLINE all documents and documentation provided to him by MLINE.
- 6.6 A general right of return for traders is excluded and, where applicable, requires a separate, express agreement in writing. Should an express granting of a right of return be granted, MLINE in this case exclusively commits to take back such products that are
  - returned to MLINE within a period of 3 months from the date of delivery to the trader,
  - were no special offers, sale or discontinued products at the time of the order or were no longer listed in MLINE's price list,
  - returned in their original packaging, unpolluted and undamaged,
  - Packaging of returned goods whose condition does not permit immediate resale of the returned goods shall be repackaged by MLINE. The costs for this shall be borne by the trader.
  - the original or a copy of the delivery note or invoice for the returned products is enclosed with the return shipment,
  - the written note „RETURN“ is included on the return consignment,
  - the trader orders further goods from MLINE in the month of the return shipment in at least the same value as the order sum of the returned goods,
  - the order value of the returned goods in the month does not exceed the order total of the previous month,
  - the costs of the return shipment are borne by the trader.
- 6.7 In the event of a justified return, MLINE shall issue a credit note to the client corresponding to the prices for the returned goods at the time of the return shipment („daily updated price“). The daily updated prices are available to the client on the MLINE website (<https://akkut.at/>). Payment of the credit amount to the client is excluded.

### 7. Warranty, default in performance, damages

- 7.1 MLINE provides the statutory warranty with regard to its own hardware and software products. §924 ABGB „Presumption of defectiveness“ („Vermutung der Mangelhaftigkeit“) is excluded by mutual agreement. For any hardware or software products of third parties provided by MLINE to the client, the respective warranty conditions of the manufacturer of these products shall have priority over the provisions of this clause.
- 7.2 Any liability or warranty beyond that of MLINE's supplier is excluded. MLINE is entitled, at its own discretion, to transfer claims of the client arising from warranty, damages or whatever legal grounds, directly to the respective supplier.
- 7.3 A default to be dealt with shall be deemed to exist if the software product which is the subject matter of the contract exhibits behaviour which deviates from the corresponding performance specification in the respective latest valid version and this behaviour can be reproduced by the client.
- 7.4 Restrictions on warranty and damages stated on the products themselves, on the packaging or enclosed with the respective product take precedence over other provisions in these regulations.
- 7.5 Excluded from the warranty are, in particular, such defects or damage that are due to wear and tear caused by operation (e.g.: batteries of any type and design), operation with incorrect power voltage, fire, moisture, normal abrasion, errors, malfunctions or damage that are due to improper operation, changed operating system components, interfaces, third-party software and parameters, use of unsuitable organisational means and data carriers, insofar as such are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions) and transport damage.
- 7.6 MLINE does not guarantee that the delivered goods will meet all the requirements of the client, that they will work together with other components in the selection made by the client and that the programmes will run uninterruptedly and without errors, or that all software errors can be rectified.
- 7.7 The warranty is also void if the serial number or seal attached to the product has been removed.
- 7.8 Warranties can only be claimed upon presentation of an appropriate sales receipt and, if issued for the product concerned, by means of a warranty card or, in the case of software products, an active subscription.
- 7.9 Defective hardware and software products are to be reported to MLINE in writing or by e-mail immediately after the occurrence of the defect. MLINE is entitled and obliged to remedy subsequently discovered inaccuracies and defects in its performance. The rectification of defects shall be effected, at MLINE's discretion, exclusively by repair, replacement or by correction of programming defects in the case of software products. For parts that have a limited service life depending on use, treatment and care, MLINE only provides a limited warranty.
- 7.10 If the inspection of the hardware or software product after notification of the warranty shows that there is no defect, the costs of this inspection shall be borne by the client.
- 7.11 In the event of any other exclusion of all claims, for whatever reason, the trader is obliged to impose the obligations assumed in these GTAC on its customers.
- 7.12 Liability for consequential damages and lost profits, including such damages that occur due to a malfunction in the sphere of the client or a third party, as well as compensation for property damage within the meaning of §2 of the Product Liability Act („Produkthaftungsgesetz“) is excluded.
- 7.13 The liability of MLINE for application errors of the client or its assistants and employees, as well as in the case of unauthorised modification of the software, the configuration or the connection with components, which were not expressly recommended by MLINE or the manufacturer, is excluded.
- 7.14 If the work is carried out with the involvement of a third party, e.g. a data processing company, an accountant or a lawyer, and the client is notified thereof, any warranty and liability claims against the third party arising under the law and the terms and conditions of the third party shall be deemed assigned to the client.

## 8. Terms of payment

8.1 Unless otherwise agreed with the client, all claims are due for immediate payment without deduction. The client may choose from the following payment methods: credit card (Visa, Mastercard), instant bank transfer via Klarna, PayPal and invoice. In the case of payment by credit card, PayPal or instant transfer via Klarna, the payment will be processed via the payment service provider „Unzer“ of Unzer GmbH, Vangerowstraße 18, 69115 Heidelberg, Germany, to whom we will pass on your data provided during the ordering process exclusively for the purpose of processing the payment.

**Credit card:** When placing the order, you provide your credit card details. After your legitimization as a legitimate cardholder, the payment transaction will be carried out automatically and your card will be charged. If you purchase a paid software subscription, these credit card details may also be stored with your consent and used for recurring payments.

**Instant bank transfer via Klarna:** After placing your order, you will be redirected to the website of the online provider Sofort GmbH. In order to be able to pay the invoice amount via Sofort, you must have a bank account activated for online banking, identify yourself accordingly and confirm the payment instruction to us. The payment transaction will be carried out immediately afterwards by Klarna and your account will be debited. You will receive further instructions during the ordering process.

**PayPal:** During the ordering process you will be redirected to the website of the online provider PayPal. In order to pay the invoice amount via PayPal, you must be registered there or register first, legitimise yourself with your access data and confirm the payment instruction to us. After placing the order in the shop, we request PayPal to initiate the payment transaction. The payment transaction will be carried out automatically by PayPal immediately afterwards. You will receive further instructions during the ordering process.

**Invoice:** In addition, the client has the option to request payment on open account in writing. A prerequisite for the granting of a payment term is a positive credit assessment of the client by MLINE. The amount of the payment term granted is to be agreed individually and is in any case dependent on the result of the credit screening. Payments shall be made to the account stated on the invoice and shall only be deemed to have been made upon receipt on this account.

8.2 In the event of a delay in payment of invoices with an agreed payment date, MLINE is entitled to claim interest on arrears in the amount of 14% p.a. as well as all collection, reminder and discount expenses arising from the delay, in particular costs of intervention by collection agencies or lawyers.

8.3 In the event of default in payment, MLINE reserves the right to carry out or charge future deliveries and subscriptions only by advance payment.

8.4 In the event of default in payment on the part of the client, MLINE is entitled, at its own discretion, to suspend all deliveries and services until full payment of all claims or, after two written reminders, to dissolve the contractual relationships in this respect with immediate effect.

8.5 This shall not affect the right to assert further claims arising from default in payment.

8.6 The offsetting of claims of the client against those of MLINE is excluded in any case.

8.7 The client is not entitled to withhold payments due to incomplete total delivery, warranty or guarantee claims or complaints.

## 9. Protection of the intellectual property, copyright, use

9.1 The client is obliged to ensure that the works created and uploaded in the course of the use of the software by MLINE, its employees and cooperation partners (images, texts, videos, links, etc.) are only used for contract purposes and do not infringe any copyright. MLINE is not liable for uploaded and copyright infringing works of the client.

9.2 The use of professional statements of MLINE for advertising purposes by the client is not permitted. An infringement entitles MLINE to terminate without notice all still active subscriptions for the software products offered. In particular the disclosure of professional statements of any kind by MLINE to third parties, whether in return for payment or free of charge, requires the written consent of MLINE. This shall not constitute a liability of MLINE towards the client.

9.3 Unless otherwise agreed, the copyrights for the works created by MLINE shall remain with MLINE.

9.4 Unless otherwise agreed in writing, MLINE grants the client a non-exclusive right of use for the software or programme adaptations used.

9.5 MLINE is entitled to continue to use the software itself and to license and distribute it to third parties on a non-exclusive basis. In view of the fact that the services created are intellectual property of MLINE, the right to use the same, even after payment of the subscription fees, shall apply exclusively for the client's own purposes and only to the extent and in the locations or areas specified in the agreement. Any transfer which nevertheless takes place, also in the course of a dissolution of the company or bankruptcy, but also the short-term transfer for reproduction purposes shall result in claims for damages. In such a case, full satisfaction shall be paid.

## 10. Data protection and confidentiality

10.1 The client is informed that, in accordance with the Data Protection Act (Datenschutzgesetz DSG) 2018, the European General Data Protection Regulation GDPR (Datenschutz-Grundverordnung DSGVO) and the Data Protection Amendment Act 2018, MLINE stores and processes data or has such data processed by third parties for the fulfilment of this contract and in particular for the purposes of planning, marketing, cost accounting and internal company statistics.

10.2 The client gives his express consent to the processing and transmission of his data as mentioned in these GTAC as well as specifically in MLINE's privacy policy. It can be accessed at any time at <https://akkut.at/en/privacy-policy/>. The client is informed that he may revoke his consent at any time with effect for the future. In the event of such a revocation, the client shall bear all disadvantages resulting therefrom, in particular a delay in delivery or the complete impossibility of providing the service, and shall reimburse MLINE for the expenses incurred to date.

10.3 In accordance with the provisions of the Data Protection Act (DSG 2018, DSGVO or Data Protection Amendment Act 2018), MLINE guarantees the obligation to maintain data secrecy. Material provided (data carriers, data of any kind, control figures, analyses, programmes, etc.) as well as all results from the performance of the work will be returned or deleted at the request of the client in compliance with any statutory retention and documentation obligations.

10.4 Insofar as MLINE makes use of third parties to provide the contractual service, MLINE is entitled to disclose the ascertained and processed data of the client if and as far as this is necessary. This disclosure on the part of MLINE shall be made in compliance with an order processing contract in accordance with Art. 28 DSGVO, which obliges MLINE to comply with the applicable provisions of data protection law.

10.5 MLINE uses technical and organisational safety precautions to protect the stored personal data or media. However, MLINE is not responsible if the data is nevertheless accessed or further used by unauthorised persons, in particular through intervention by third parties. The assertion of damages by the client or third parties against MLINE from such a connection is excluded by mutual agreement.

10.6 Confidential information may only be passed on to third parties by the client with MLINE's prior express written consent. This includes in particular product prices, the respective scope of delivery as well as client-specific conditions and all other information that has become known to the client in the course of the business relationship with MLINE and is not considered to be generally known. The obligation arising from this provision shall continue to exist for an unlimited period even after the end of a business relationship with MLINE.

## 11. Special term for websites

11.1 MLINE accepts no responsibility for the content of websites to which direct or indirect reference is made. The provider of these pages alone shall be liable for illegal, incorrect or incomplete content and in particular for damages arising from the use or non-use of the information provided.

11.2 MLINE expressly reserves the right to change, supplement, delete temporarily or permanently cease the publication of parts or the entire offer without prior notice.

11.3 Reproduction or use of graphics, sound documents, video sequences and texts in electronic or printed media without the express consent of MLINE is not permitted.

## 12. Trademark rights

12.1 akkut is a registered trademark of MLINE Vertriebs- und Produktions GmbH.

12.2 The client shall be entitled to use a designation with or without the use of the word and figurative trademark „akkut“ identifying him as an authorised contractual partner of MLINE in business dealings during a valid business relationship. For the sake of clarification, it is once again stated that this authorisation of the client exclusively refers to products under the akkut brand. Any further use of brands, designations or attributes of MLINE by the client is not permitted.

12.3 The client's own advertising measures (e.g. duplication or use of graphics, sound documents, video sequences and texts in other electronic or printed media), which have hardware and software products under the akkut brand as their object, require the express consent of MLINE prior to their implementation. As a matter of principle, every advertising measure must comply with the CI/CD guidelines by MLINE.

12.4 The trademark rights of the trademarks mentioned textually at MLINE (e.g. Apple, Samsung, etc.) remain the property of the respective trademark owner.

12.5 The client undertakes not to derive any rights from the use of the trademark, in particular to refrain from new registrations and registrations of similar trademarks.

## 13. Jurisdiction, Applicable Law

13.1 Unless otherwise agreed, only Austrian law shall apply to the order, its execution and the claims arising therefrom.

13.2 All disputes or claims arising out of or in connection with this contractual relationship, or relating to this contractual relationship, its formation, violation, dissolution or invalidity, shall be brought exclusively to the competent court Vienna, Liesing, in accordance with Austrian procedural law.

13.3 The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

## 14. Final provisions

14.1 The place of fulfilment for all deliveries and services of MLINE shall be Austria, 1230 Vienna, Laxenburger Straße 238.

14.2 MLINE is authorised to commission other companies with the fulfilment of obligations arising from this contractual relationship.

14.3 If parts of these GTAC are invalid or partially invalid, the valid parts shall remain unaffected. The respective invalid provision shall be deemed to be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision.

14.4 MLINE is entitled to amend or supplement these GTAC at any time. The amendment shall come into force upon notification of the client and shall apply to all contracts concluded from that time onwards.

14.5 Statutory changes to the data protection provisions shall come into force upon notification and may be sent separately.

## Privacy Policy

By means of this privacy policy we would like to inform you about the usage of personal data while visiting this website. MLINE Vertriebs- u. Produktions GmbH attaches great importance to the protection, accuracy and integrity of your personal data.

The usage of this website is voluntary. If you are against the usage of your data, you can exit this website.

The present privacy policy can be amended or updated at any time by MLINE Vertriebs- u. Produktions GmbH.

### 1. Legal Basis

The European General Data Protection Regulation GDPR (Datenschutz-Grundverordnung DSGVO), the Data Protection Act (Datenschutzgesetz DSG) and the Data Protection Amendment Act (Telekommunikationsgesetz TKG) contribute to the protection of personal data. The data processing is handled in accordance with the legal requirements (DSGVO, DSG 2018, TKG 2003) without exception.

The legal basis for processing of your personal data is on the one hand contract processing (e.g. online and offline purchases), legitimate interests resting upon exhibition contacts and the exchange of business cards and the fulfilling of legal and contractual obligations. On the other hand your consent for processing of your personal data (e.g. contact form, newsletter, cookies, making use of your withdrawal right, as well as inquiries regarding defects or job applications). Not proving your personal data might have different consequences.

### 2. Responsibilities

Below you can find the contact information regarding the controller of processing as well as the data protection manager:

Controller of Processing:

MLINE Vertriebs- u. Produktion GmbH, Laxenburgerstraße 238, A-1230 Wien, +43 1 616 26 27 0, datenschutz@mline.com

Data Protection Manager:

MLINE Vertriebs- u. Produktion GmbH attn. Management board respectively Roman Faustin, Laxenburgerstraße 238, A-1230 Wien, +43 1 616 26 27 0, datenschutz@mline.com

### 3. Safety Precautions

We take organizational, contractual and technical safety precautions according to the state of the art to make sure to comply with formalities of the data protection laws as well as protection of the data used by us against incidental or deliberate manipulation, loss, destruction or unauthorized access. Our safety measures are optimized regularly in line with technological developments.

The safety measures notably include the encrypted transmission of all data between your browser and our server.

One of the security measures used is the inclusion of so-called „CAPTCHA tests“ on our website which determines whether an online user is really a human and not a bot. To ensure this, we use two basic techniques of captcha on our website:

**1. Honeyopt:** In this solution, an invisible field is included in forms. For normal customers, the field is not visible and thus cannot be filled in. Bots and scripts fill this field and are rejected.

**2. Simple Captcha:** With this solution, the user is shown a graphic with a distorted number/letter combination that cannot be read by bots and scripts. The visitor must type this in without any errors.

Data processing by third parties does not take place here due to our self-hosting.

### 4. Purpose Limitation

We need the personal data compiled solely for contract processing, offsetting, contract entitlement, customer service as well as advertising purposes. For this personal data is collected, stored, processed and used.

We process your personal data such as salutation, first name, surname, telephone number, address, e-mail address and payment details where necessary and as provided by you for the duration of the whole business relationship (from initiation of business to business processing and contract termination) and further for safekeeping and documentation requirement which are based amongst others on the Austrian Commercial Code (Unternehmensgesetzbuch UGB) and the Federal Fiscal Code (Bundesabgabenordnung BAO) as well as for conclusion of possible litigation cases, guarantee and warranty periods, etc.

### 5. Recipients of Personal Data

Personal data will only be transferred to third parties if it is necessary – for instance if required for contractual purposes in accordance with GDPR Art. 6 para. 1 lit. b, or on the basis of legitimate interests of economic and efficient operations for our business in accordance with GDPR Art. 6 para. 1 lit. f.

In the course of running our website, we authorise e.g. software providers and agencies which in the course of their activities can gain access to your personal data which is necessary for the fulfilment of their respective responsibilities. They have committed themselves to complying with the valid data protection standards. Data processing agreements in accordance with GDPR Art. 28 were concluded. For detailed information regarding the commissioned data processors please contact datenschutz@mline.com.

While commissioning subcontractors to provide our services, we take legal precautions as well as technical and organizational measurements to ensure the safety of personal data in accordance with the data protection law.

### 6. Survey of Access Data and Log Files

We collect data on the basis of legitimate interests in accordance with GDPR Art. 6 para. 1 lit. f. about every access to the server in service (so-called server log files). The collected data is used solely for statistical analyses and website improvements. Nevertheless, we reserve the right to revise server log files retroactively if specific indications for unlawful use arise.

The access data include the name of the requested website, data file, date and time of access, transferred amount of data, message about successful call, browser type version, the users' operating system, referrer URL

(previously visited page), IP-address as well as the requesting provider.

For safety reasons (e.g. for the purpose of clearing up misuse or fraud in connection with the access) log file information is stored for a maximum of seven days and deleted afterwards. Data, for which a storage for evidence is necessary, is excluded from erasure until clarification of the incident.

### 7. Cookies

Cookies consist of information, which are transferred from our own or a third parties' server to the users browser where they are stored for a later retrieval. Cookies can be small files or similar types of information storage.

Basically, there are 4 types of cookies:

**1. Necessary or essential cookies:** These cookies are important for ensuring the basic functions of a website, such as adding a product to the shopping cart and continue shopping without losing the shopping cart content on the next pages. These are also referred to as essential cookies.

**2. Functional cookies:** Functional cookies store information such as user name and language selection as well as other information of the user on an anonymous basis. Based on this information, these cookies offer improved and personalized functions on a website.

**3. Performance cookies:** These cookies store information about user behavior and ensure better user-friendliness and performance. For example, data such as the duration and frequency of pages viewed, search terms used, country, region are stored. Based on these cookies, the website is tailored to individual user needs in terms of content and functionality.

**4. Marketing cookies:** These cookies store information about visited websites of the users and are also called targeting cookies. They are used to provide the user with individually tailored advertisements.

We use session-cookies, which are only active for the duration of the current visit on our website (e.g. to save log-in files or basket functions, hence making the use of our online services possible). In a session cookie a randomly generated and unique identification number is stored, a so-called session-ID. Furthermore the cookie contains information about its origins and storage period – they are not able to secure any other data. The deletion of the session-cookie will take place, when the usage of our online services is completed e.g. a logging-off is performed or the browser is closed.

We also use third-party-cookies. These are stored by third parties (partner companies which we are working together with for advertising, analysis and functionality of our online services) in your browser. They mostly consist of tracking or marketing tools which analyse user behaviour and enable the third party company to recognize the user on other visited websites as well. In general, Retarget Marketing is based on such operating cookies.

The data processing is handled in accordance with the legal requirements of TKG Art. 96 para. 3 and GDPR Art. 6 (in particular consent). As the privacy of our users is of highest importance to us, user data is pseudonymised.

To make it easier for you to set cookies on our website, we use a cookie consent management tool called EU Cookie Directive Pro from the company Acris. This is opened automatically the first time you visit our website and allows you to activate or deactivate the cookies used. Essential or partially functional cookies cannot be deactivated due to the proper functioning of our website. You can change your settings at any time on our website.

If the storage via cookie on your computer is not desired, you are asked to deactivate the corresponding option in their browser system settings. Secured cookies can be deleted in your browser system settings. Some cookies stay stored on your device until deleted. The exclusion of cookies can lead to functional restrictions regarding our online services.

### 8. Contact

When contacting us, the users' information regarding the processing of your contact request will be used in accordance with TKG Art. 96 para. 3 and GDPR Art. 6 para. 1 lit. a (consent).

For processing your inquiry from our contact forms and e-mails, your information including personal data is forwarded via our own email server, processed and stored. Without your consent no data will be collected or transmitted. Without this data your inquiry cannot be processed.

### 9. Online Job Posting

We offer the possibility to apply for vacant jobs via our online services. We collect and process personal data so our application process can be carried out and we can ensure optimised filling of vacancies in our company. We do so on the basis of legitimate interests of an efficient application process in accordance with GDPR Art. 6 para. 1 lit. f and as well as on the basis of precontractual measures GDPR Art. 6 para. 1 lit. b. The data is acquired within the application process either provided by you (for example by sending us your CV via e-mail or contact form) or collected by ourselves (for example by making notes during a job interview). Your personal data is only transmitted to people which are directly involved in the filling of the vacant position.

You are not obligated to provide your personal data but if you do not, we will not be able to proceed with your application process.

Six months after completion of the application process your personal data will be deleted if it is not further required for employment or needed because of legal regulations (e.g. for burden of proof within Equal Treatment Act (Gleichbehandlungsgesetz (GlBG)) which require a longer storage of data.

If you explicitly give your consent for longer storage of your data (e.g. entering an applicant database) your data will be processed based on your consent. Legal basis then GDPR Art. 6 para. 1 lit. A. You can withdraw your consent at any time. Please contact us at datenschutz@mline.com for doing so.

If your application process results in an employment contract, we store the data collected during the application upon observance of statutory regulations in your personnel records for common organisational and administrative processes.

### 10. Online Shopping

We would like to point out that for a more convenient purchasing process and for following contract processing cookies with the pseudonymised IP-address as well as the name and address of the buyer are saved. Further the following personal data is saved: salutation, first name, surname, e-mail address, invoice address and address of delivery as well as payment details (in case of recurring payments). The data provided is necessary for the performance of a contract as well as for precontractual measures. Without this data the contract cannot be processed, because when using an e-commerce system, it is of course mandatory to process customer data.

Transmitting of data (salutation, first name, surname, invoice address and address of delivery as well as method of payment) to payment service providers for processing of the debiting of the purchase price, to transport companies for delivery of the goods as well as to our tax consultant for fulfilling tax obligations takes place. The webshop system we use is Shopware from Shopware AG. Our website is hosted by the company almCode GmbH (alpenHosting) in Germany.

They all have committed themselves towards MLINE Vertriebs- u. Produktions GmbH to comply with the regulations concerning data privacy. A data processing agreement in accordance with GDPR Art. 28 was concluded.

More information regarding the commissioned data processors can be requested under datenschutz@mline.com.

The data processing is handled in accordance with the legal requirements of TKG Art. 96 para. 3 and GDPR Art. 6 (in particular consent and/or orderly fulfilment of contracts).

To enable you as a business client to make tax-free deliveries within the European Union, we are obliged to check the VAT identification number of our customers. Based on the legitimate interest of the efficient processing of orders according to Art. 6 para. 1 lit. f GDPR, we use a third-party plugin called „Umsatzsteuer-(USTID)-Validierung PRO“ which is provided by LENZ eBusiness GmbH. Data processing on the part of LENZ eBusiness GmbH does not take place due to our self-hosting.

Payments via credit card, PayPal or immediate bank transfer via Klarna are processed by the payment service provider „Unzer“ of Unzer GmbH, Vangerowstraße 18, 69115 Heidelberg, Germany. We only transmit data from the purchasing process only for processing of the debiting of the purchase price.

In contrast to data processing, when transmitting data to third parties for delivery of ordered goods by logistics providers (such as DPD, Gebrüder Weiss, Schenker, Dachser, UPS, Österreichische Post, Packeta, DHL, etc.), we do so for autonomous use for contract processing. Contact data such as e-mail address and/or telephone number will be used by logistics partners solely for arrangements of delivery dates and for important notifications about those.

For the final processing of your payment the data can be transmitted to the actually selected payment provider. For „PayPal“ this is PayPal (Europe), S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (Privacy Policy: <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>), for „immediate bank transfer via Klarna“ it is Klarna Bank AB, Sveavägen 46, 111 34 Stockholm, Sweden (Privacy Policy: <https://www.klarna.com/at/datenschutz/>) and for payments via credit card it is your respective credit card provider.

In order to object processing of your personal data, please contact us at datenschutz@mline.com or contact „Unzer“. Please take into consideration that „Unzer“ might stay legitimated to process your personal data as far as it is necessary for contractual processing of your payment.

### 11. Newsletter

On our website you can subscribe to our newsletter via a double-opt-in-process. After your subscription, you receive an e-mail with the request to confirm your subscription. Without the disclosure of this data, it is not possible to send you our newsletter. You can always unsubscribe by clicking the unsubscribe-link at the end of each newsletter and afterwards following the instructions given on the website. After an unsubscribe no more data is collected and the e-mail address is deleted to prevent further newsletter sending.

We entrust CleverReach GmbH & Co. KG as our data processor with the sending of our newsletter, respectively send them directly from our systems. Data processors have committed themselves towards MLINE Vertriebs- u. Produktions GmbH to comply with the regulations concerning data privacy. A data processing agreement in accordance with GDPR Art. 28 was concluded. More information regarding the commissioned data processors can be requested under datenschutz@mline.com.

The data processing is handled in accordance with the legal requirements of TKG Art. 96 para. 3 and GDPR Art. 6 para. 1 lit. a.

Our newsletters include so-called tracking pixels. A tracking pixel is a thumbnail which is embedded in e-mail in HTML format to allow the recording and analysis of log files. This permits the statistical analysis of success and failure of online marketing campaigns.



With the help of the embedded tracking pixel we can see if and when an e-mail was opened by a person concerned. Additionally, it is tracked which links within the e-mail were opened by a person concerned. The personal data obtained through tracking pixels and newsletter tracking are stored and analysed for optimising the newsletters and adapting the content of future newsletters to the interests of the person concerned. For the selection of suitable content for the newsletter offered, automated decision-making and profiling can be applied. This serves the optimal selection of relevant newsletter content.

### 12. Third Party Services and Content

Based on our legitimate interest (efficient operations for our online services in accordance with GDPR Art. 6 para. 1 lit. f.) we use third party content offerings and services, for instance fonts (throughout consistently used as content). This assumes that third parties of this content use the user's IP-address because the content can't be sent to the browser without an IP-address. Therefore an IP-address is needed for displaying content. We endeavour to only use content, where the provider merely uses an IP-address for delivering content. Third parties can use so called Pixel-Tags (invisible graphics or code, also known as „Web Beacons“) as well for statistic or marketing purposes. With the help of „Pixel-Tags“ information like traffic of visitors can be analysed on subsites of the website. The pseudonymous data can be stored in cookies on the user's device and include technical information about the browser and operating system, referring websites, time of access, as well as further information about usage of our online services. This information is used to be connected with other information from different sources.

### 13. Social Media

On our website, we advertise online presences on the social networks referred to in the following. These presences are embedded into our website through a linked symbol of the relevant network. Using such linked symbols has the purpose of preventing that a connection to the servers of the relevant network is automatically established when accessing a website which includes social media advertisements to individually display a symbol of the relevant network. Only by clicking on the relevant graphic users will be forwarded to the services of the relevant social network.

We operate online presences on social networks and platforms to be able to communicate with all customers, potential clients and users active thereon and to inform them about our services. When accessing the respective networks and platforms, their general terms and conditions and data processing regulations apply.

Our legitimate economic interest consists in enhancing the quality of our internet presence, in analysing, presenting, distributing and advertising our products and/or in efficiently operating our company in compliance with GDPR Art. 6 para. 1 lit. f. However, the legal basis may also be the user's consent towards the platform operator in accordance with GDPR Art. 6 para. 1 lit. a. Pursuant to GDPR Art. 7 para. 3, users have the right to withdraw their consent at any time with effect for the future by submitting a notification to the platform operator.

After the user was forwarded, the respective network collects information on the user. This data particularly includes the IP-address, the date, the time and visited websites. Should users at the same time be logged on to their user accounts with the respective network, the network operators may be able to allocate information they collected from the user's relevant access to such user's personal account. In the case where users interact by using the "Share" button of the respective network, this information may be stored at and, possibly, published on such user's personal account. Users intending to prevent any collected information from being directly allocated to their user accounts must log off of the account prior to clicking on the icon. However, it is also possible to accordingly change the settings of the user account.

Unless otherwise indicated in our Privacy Policy, we process our user's data to the extent they communicate with us within the framework of social networks and platforms, e.g. by publishing postings on our online presences or sending messages to us. In the case where users contact us, we use any personal data provided on this occasion for processing the query. We subsequently delete such data provided when the query was finally processed and it is not contrary to statutory data storage obligations, e.g. with contracts being processed after that.

We point out the fact that there is a possibility of the user's data being processed outside the European Union, especially in the USA. This may entail increased risks for users in the way that, for example, access to the user data at later times may be more difficult. In addition, we have no access to such user data. The operators of the respective social networks are the only ones able to access such data. However, social network operators undertake to comply with the European Standard Contract Clauses concerning the transmission of personal data to data processors: <https://eur-lex.europa.eu/eli/dec/2010/87>

On the social networks referred to below, we currently operate a company presence and/or we embed such social networks by placing links on our website:  
**1. LinkedIn** is a service provided by LinkedIn Ireland Unlimited Company, Wilton Plaza, Wilton Place, Dublin 2, Ireland, a subsidiary of LinkedIn Corporation, 1000 W. Maude Avenue, Sunnyvale, CA 94085, USA. For the LinkedIn privacy policy, please refer to <https://www.linkedin.com/legal/privacy-policy>

This website uses LinkedIn conversion tracking, a re-targeting and analysis tool which is supported by the LinkedIn Insight tag.

This tag places a cookie on your web browser whenever you access the website. This Insight tag is integrated into our website which means that a connection is established with the LinkedIn servers on the condition that you access this website and, at the same time, remain logged on to your LinkedIn account. It makes it possible to collect data, such as your IP-address, your device and browser settings, the time of accessing our website or the registration of defined events (e.g. downloads or pages call-offs). If you are registered to LinkedIn, demographic data, e.g. data concerning your approximate whereabouts, may also be collected. This data will be encrypted, anonymised within a seven-day period and deleted after encryption within a period of 90 days. LinkedIn does not share personal data with us, but instead offers anonymised reports. The cookie which the Insight tag placed on your browser remains there until you manually delete it or until it is automatically deleted after the Insight tag was loaded for the last time. You can generally prevent the storage of cookies by adjusting your web browser. If you are logged on to LinkedIn, you may de-activate data collection at any time under the below link: <https://www.linkedin.com/psettings/enhanced-advertising>. As an alternative, you can particularly object to LinkedIn conversion tracking by setting an opt-out cookie which remains on your device until you delete the cookies. For this purpose, you can de-activate the LinkedIn cookie available at the below link: <https://www.linkedin.com/psettings/guest-controls/retargeting-opt-out>. If you are a member of LinkedIn, please click on the "Opt-out on LinkedIn" button; non-members must click on "Opt-out".

By using this technology, it is possible that personalised advertisements are displayed on LinkedIn to users of our website, with the advertisement contents depending on the services, information and offers you obtained information about on our website. In addition, they also have the possibility of creating anonymous advertisement performance reports and information on website interaction.

**2. YouTube** is a service provided by Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland, a subsidiary of Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. For the YouTube privacy policy, please refer to <https://policies.google.com/privacy>

Some web pages of our presence include links and/or connections to the YouTube offer. As a general rule, we are not responsible for the contents on websites of which our website contains a link. In the case where you follow a link to YouTube, we point out to the fact that YouTube stores and uses the data of their users (e.g. personal information; IP-address) for commercial purposes in compliance with their own data protection and use policy.

On some of our web pages, we also directly embed videos stored with YouTube. In connection with this embedding, some parts of a browser window display contents of the YouTube website. However, the YouTube videos will be called off only after separately clicking on them; this technology is also referred to as "framing". In cases where you access our website or any pages thereof, a connection will be established with the YouTube servers and, at the same time, the contents will be displayed on the website based on a notification delivered to your browser. This connection is required for being able to display the respective video on our website via your internet browser.

YouTube contents will be exclusively embedded by using the "extended data protection mode". YouTube themselves provides this mode and guarantees that YouTube initially places no cookies on your device. However, the IP-address, the date, the time and the websites you previously accessed will be transmitted and communicated when accessing the relevant website. This information cannot be allocated to you, unless you are individually logged on to and/or remain permanently logged on to YouTube or any other Google service prior to accessing the website. Should you be logged on to YouTube at the same time, YouTube will allocate such connection information to your YouTube account. In addition, a connection to the "DoubleClick" advertising network operated by Google will also be established. Those users who intend to prevent this, must either log off of YouTube prior to accessing our internet presence or accordingly change the relevant settings in their YouTube user accounts.

Once you start the replay of any embedded videos by clicking on them, based on the extended data protection mode, YouTube stores on your device only those cookies which contain no personally identifiable data, unless you are logged on to any Google service at the same time. Storage of such cookies can be prevented through the relevant browser settings and extensions.

**3. Pinterest** is a service by Pinterest Inc., 651 Brannan Street, San Francisco, CA, 94107, USA. Privacy Policy of Pinterest: <https://policy.pinterest.com/de/privacy-policy>

**4. Instagram and Facebook** represent services provided by Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland, a subsidiary of Facebook Inc., 1601 Willow Road, Menlo Park, California 94025, USA. On these platforms, we and Facebook Ireland Ltd. are jointly responsible. It is impossible to exclude that Facebook Inc. processes your data. Our joint responsibility is regulated under an agreement concerning the respective obligations in compliance with the GDPR. This agreement, which provides for the mutual obligations in this regard, is available at the below link: [https://www.facebook.com/legal/terms/page\\_controller\\_addendum](https://www.facebook.com/legal/terms/page_controller_addendum)  
Privacy Policy: <https://www.facebook.com/privacy/explanation>  
Contact to Data Protection Manager of Facebook: <https://www.facebook.com/help/contact/540977946302970>

When accessing our online presence on the Facebook platform, Facebook Ireland Ltd., the platform operator located in the European Union, processes personal data of the user (e.g. person-related information; IP-address etc.). This personal data of users serves statistical purposes in the form of information about the extent of our company presence on Facebook being used. Facebook Ireland Ltd. uses such data for market research and advertising purposes and for creating user profiles. Based on these profiles, Facebook Ireland Ltd. is able, for example, to display to users interest-based advertisements both inside and outside Facebook. If the user is logged on to his/her Facebook account at the time of website access, Facebook Ireland Ltd. may also connect such data with the relevant user account.

For the purpose of processing such data, Facebook Ireland Ltd. possibly uses cookies, too. Should users not agree to their data being processed, they have the possibility of preventing such cookies from being installed by accordingly changing their browser settings. Cookies already existing on the computer may also be deleted at any time. The settings in this regard depend on the user's browser. In the case where the user prevents or restricts installation of cookies, this may have the effect that not all Facebook functions will be usable to the full extent.

With our online services, we use "Facebook pixels". Due to the use of a Facebook pixel, Facebook Ireland Ltd. is enabled to determine the visitors of our online services as a target group for the display of advertisements ("Facebook ads"). We make use of such Facebook pixels to display Facebook ads to Facebook users who showed interest in our on-line services or who present certain characteristics (e.g. interest in certain topics or products dealt with on the website they visited). We transmit them to Facebook Ireland Ltd. (so-called "custom audiences"). For us, using Facebook pixels has the purpose of guaranteeing that our Facebook ads correspond to the users' interests. In addition, Facebook pixels make it possible for us to use the effectiveness of our Facebook ads for statistical evaluations and market research purposes. This makes it possible for us to see whether or not a user was forwarded to our website after clicking on a Facebook ad (so-called "conversion").

When visiting our websites Facebook pixel will immediately be incorporated and a cookie will be secured on your device. If you are subsequently logging in on Facebook or visiting already logged-in, the visit of our online service will be secured in your profile. The collected personal data is anonymous for us hence the user can not be identified by us. However Facebook Ireland Ltd. secures and processes the data, so a connection can be made to a certain user profile which is used by Facebook Ireland Ltd. and us for market research and advertising purposes. If data is sent to Facebook Ireland Ltd. for comparison, it will be encrypted locally on your browser and afterwards an encrypted transfer to Facebook Ireland Ltd., using a secured HTTPS connection, will take place.

Based on our legitimate interest we use a service called „Custom Audiences from File“ from Facebook Ireland Ltd. Here e-mail addresses of newsletter recipients are uploaded on Facebook. The upload process is encrypted. The purpose of the upload is to determine recipients of our Facebook ads. This way we like to ensure, that ads are only displayed to users, which have shown interest in our information.

Specific information and details about Facebook pixel and their operating principle can be found in the help section of Facebook: <https://www.facebook.com/business/help/651294705016616>

You can object to the collection of data via Facebook pixel and the processing of your data to display Facebook ads. To adjust the settings concerning which advertisements are shown on Facebook, you can visit Facebooks dedicated page and follow the instructions to change the settings for usage based advertisements: <https://www.facebook.com/settings?tab=ads> These settings take place platform-independent – that means, that changes apply to all kinds of devices (PC, mobile devices, etc.)

**5. Vimeo** represent services provided by Vimeo.com, Inc., 330 West 34 Street, 5th Floor, New York NY 10001, USA. For the Vimeo privacy policy, please refer to <https://vimeo.com/privacy>

Some web pages of our presence include links and/or connections to the Vimeo offer. As a general rule, we are not responsible for the contents on websites of which our website contains a link. In the case where you follow a link to Vimeo, we point out to the fact that Vimeo stores and uses the data of their users (e.g. personal information; IP-address) for commercial purposes in compliance with their own data protection and use policy.

On some of our web pages, we also directly embed videos stored with Vimeo. In connection with this embedding, some parts of a browser window display contents of the Vimeo website. However, the Vimeo videos will be called off only after separately clicking on them; this technology is also referred to as "framing". In cases where you access our website or any pages thereof, a connection will be established with the Vimeo servers and, at the same time, the contents will be displayed on the website based on a notification delivered to your browser. This connection is required for being able to display the respective video on our website via your internet browser.

If the user is logged on to his/her Vimeo account at the time of website access, Vimeo.com, Inc. may also connect such data with the relevant user account.

For the purpose of processing data, Vimeo.com, Inc. possibly uses cookies, too. Should users not agree to their data being processed, they have the possibility of preventing such cookies from being installed by accordingly changing their browser settings. Cookies already existing on the computer may also be deleted at any time. The settings in this regard depend on the user's browser. In the case where the user prevents or restricts installation of cookies, this may have the effect that not all Vimeo functions will be usable to the full extent.

### 14. Web Analytics

**1. Google Analytics:** Based on our legitimate interests (interest in analysis, optimisation and economic operation of our online offering within the meaning of GDPR Art. 6 para. 1 lit. f.) we use Google Analytics, a web analysis service of Google LLC. In the course of contract data processing, Google LLC generates analyses regarding the website usage and activities and performs services regarding internet usage. They have committed themselves to complying with the valid data protection standards. For detailed information regarding the commissioned data processors please contact [datsenschutz@mline.com](mailto:datsenschutz@mline.com). Google LLC guarantees to abide the European standard contractual clauses for the transfer of personal data to processors: <https://eur-lex.europa.eu/eli/dec/2010/87>

Google LLC uses cookies which means that the user information regarding the usage of the online offer will be transmitted and stored on a server in the USA.

On our account Google LLC will use the collected information to evaluate the usage of our online services by users, to compile reports about activities within our online services and to perform further services associated with usage of our online services and internet use. Thereby processed data can be used to create user profiles by using pseudonyms.

We use Google Analytics to display advertisements within the ad services of Google LLC and their partners only to users, which have shown interest in our online services or show certain characteristics (for instance interest in certain topics or products, which are determined by the visited website). By using Remarketing Audiences we like to ensure that our ads correspond with the users' potential interest.

We only use Google Analytics with activated IP anonymization. This means, that your IP address will be shortened within the Member States of the European Union or in different Contracting States, which are parties to the Agreement on the European Economic Area. Only in exceptional cases the full IP address will be transmitted and shortened on a Google server in the USA.

The user's transmitted IP address will not be merged with other data from Google LLC. You can prevent the storage of the cookie through deactivating the corresponding option in your browser system settings or installing plugins.

**2. Google Marketing:** Based on our legitimate interest (interest of analysis, economic and efficient operations for our online services in accordance with GDPR Art. 6 para. 1 lit. f.) we use marketing and remarketing services („Google-Marketing-Services“) provided by Google LLC.

The usage of Google-Marketing-Services allows us to show more targeted ads for and on our website, to only show ads to a user, who posed a potential interest. If a user is shown a product, for which he has shown interest on another website, it is called „Remarketing“.

For those purposes, when visiting our and other websites, on which Google-Marketing-Services are activated, a code will be immediately performed by Google LLC and so called (re)marketing-tags (invisible graphics or code, also known as „web beacons“) are incorporated in the website. With help of those tags and code, an individual cookie will be secured on your device (instead of cookies a similar technology can be used). Cookies can be set by different domains, for example: google.com, doubleclick.net, ivmitedia.com, admeld.com, googlesyndication.com or googleadservices.com. In those files the user data (which website was requested, which content the user is interested in and which offers he clicked on, technical information about the browser and operating system, referring websites, time of access, as well as further information about usage of our online services) is stored.

The user's IP address will also be collected, but will be shortened only within the Member States of the European Union or in different Contracting States, which are parties to the Agreement on the European Economic Area. Only in exceptional cases the full IP address will be transmitted and shortened on a Google server in the USA. The transmitted IP address will not be merged with other data from other Google services. The above mentioned information can be connected with information from other sources by Google LLC. When subsequently visiting another website, you can be shown ads according to your interests. The user data is processed pseudonymously by Google-Marketing-Services. This means that Google LLC does not save the user's name or mail address, it only processes the relevant cookie data per pseudonymous user profiles. Therefore Google ads are not shown to a specific identified person but to a cookie-holder, regardless of who the cookie holder is. This will not apply if a user has given Google LLC his consent to process his data without pseudonymisation. The user data collected by Google-Marketing-Services will be transmitted to and secured by Google LLC on their servers in the USA. One of the Google-Marketing-Services we use is the online-ad programme „Google AdWords“. In case of Google AdWords every AdWords-customer gets a different „Conversion-Cookie“. The information collected by cookies is used to create Conversion-statistics for AdWords-customers, who chose Conversion tracking. AdWords-customers learn the total number of users, who clicked on their ad and where forwarded to a website containing a Conversion-Tracking-Tag. They will not get information, by which a user can be identified.

**3. Google Optimizer:** Google Optimizer allows us to comprehend „A/B-Testing“, how changes effect the website (for instance changes concerning buttons, designs, etc.) In those test purposes cookies are filed on a user's device. But only pseudonymous data of the user will be processed.

**4. Google Tag Manager:** We also can use „Google Tag Manager“ to incorporate and manage Google's Analysis and Marketing Services on our websites.  
Privacy Policy: <https://www.google.com/policies/privacy/> Opt-Out: <https://www.google.com/settings/ads/>

#### **15. User Rights**

If your consent for processing of your personal data is necessary, we only do so after your explicit consent. We do not process personal data of minors and are not authorised to do so. With your approval (e.g. entering data or submitting an order) you confirm having reached the age of 14 or having consent of your legal representative. Upon request users have the right to receive information about your stored personal data by our privacy department free of charge. Further, as far as no legal archiving requirements have to be complied with, users have the right on rectification of incorrect data, limitations of processing and deletion of personalised data if they assert their rights to data portability and lodge a complaint with the competent regulatory authority (Österreichische Datenschutzbehörde (Wickenburggasse 8-10, 1080 Vienna, Austria, E-Mail: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at)) in the event of unlawful processing. Likewise, users can revoke consent generally with implications for the future. Please write us regarding your rights:  
MLINE Vertriebs- u. Produktion GmbH attn. privacy department, Laxenburgerstraße 238, A-1230 Wien, [datenschutz@mline.com](mailto:datenschutz@mline.com)

#### **16. Right of Objection**

Users have the right to object future processing of their personalised data at any time according to legal guidelines. Especially an objection to processing data for direct advertising can be made. In order to withdraw your consent, please contact us at [datenschutz@mline.com](mailto:datenschutz@mline.com). In this case, your personal data stored so far will be anonymised and are solely used for statistical purpose without any personal references. The withdrawal of said consent shall not affect the previous processing of data, which shall not lose its legality due to the fact that the consent has been revoked.

#### **17. Deletion of Data**

The deletion of data secured by us takes place, when it is no longer required for its intended purpose and provided that there are no statutory storage obligations objecting to the erasure. If a user's data is not deleted, because it is needed for other legal purposes, the processing will be limited. This means that the data will be locked and not be used for other purposes than commercial or fiscal reasons. In principle, the storage of the data takes place for up to 10 years.

#### **18. Changes in the Privacy Policy**

We reserve the right to change the privacy policy, to adapt them to changed legal situations, or to changes in the service and data processing. If consent of the user is required, changes are made only with this consent. Users are requested to inform themselves regularly about possible changes of the privacy policy.