

AQUS GmbH - Terms of Use (ToU)

1. Operator

This website is operated by AQUS GmbH (further called the Operator). Our Company is registered in Austria – Registration Number is LG Salzburg/FN 421633z. Our VAT Number is ATU69010456. Our registered office is in Carola-Blome-St. 7, A-5020 Salzburg (Austria). You may contact us via the contact page on our AQUS website or call us at +43 (662) 902222.

2. Licence

2.1 The Operator grants you a limited, non-exclusive licence to use this website including its subpages as well as the ClearAmine®WebApp, the ClearAmine®Config App and other AQUS IT applications and services (further also called Site) upon the following Terms and Conditions.

2.2 The Operator may terminate this licence at any time without notice.

3. Materials in Site

3.1 This Site contains material which is owned by or licensed to the Operator. This material includes, but is not limited to, the design, layout, look, appearance and graphics. It is protected by intellectual property laws including, but not limited to copyright, trademarks, and service marks.

3.2 You may view, use, download, and store the material on this Site for personal use or for the purpose of conducting business with us. Commercial use is not permitted. The re-distribution, re-publication, or otherwise making available of the material on this Site to third parties, without our prior written consent is prohibited.

3.3 Unauthorised use of this Site may give rise to a claim for damages and/or be a criminal offence.

4. Accuracy of Information

4.1 The information in this Site is given in good faith and for general information and interest only. It is subject to change without notice. We are not responsible for any inaccuracies and (except as set out in clause 6.3) make no representation and give no warranty as to its accuracy.

4.2 The information in this Site should not be relied on and does not constitute any form of advice or recommendation. By using this Site, you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the Site are entirely at your sole risk and responsibility.

5. Linking

5.1 This Site may contain links to other websites. We accept no responsibility or liability for the content of other websites which are not under our strict control. Any link is not intended to be, nor should be construed as, an endorsement of any kind by us of that other website.

5.2 You may not create a link to this Site from another website or document without our prior written consent.

6. Liability

6.1 We do not guarantee that use of this Site will be compatible with all hardware and software which may be used by visitors to the site.

6.2 Except as set out in Clause 6.4, we will be under no liability to you whatsoever whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the use of this Site or the use, accessing, downloading or relying on any information or other materials contained in this Site, including, without limitation, as a result of any computer virus or similar.

6.3 The Operator does not warrant for the continuous availability of data, servers and applications. However, the Operator is taking great efforts to provide ongoing service and to minimize downtime for servicing and maintenance. Any attempts to disrupt or otherwise sabotage the Operator's efforts to provide services or to damage the network or other hardware and infrastructure on or outside the AQUS® server cannot be claimed as Operator's responsibility as well as any disruptions caused by force majeure.

6.4 These Terms and Conditions do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

6.5 Any Terms and Conditions which are invalid or ineffective, you are requested to inform the Operator immediately about. In such a case, the Operator will promptly replace the invalid or ineffective provision with a valid and effective provision that most closely approximates the economic and legal intent.

7. Privacy

Our Privacy Policy forms part of our Terms and Conditions.

8. Complete Agreement

These Terms and Conditions (including the Privacy Policy referred to in Clause 7) contain all the terms which you and the Operator have agreed in relation to the use of the Site.

9. Jurisdiction and Acceptance of these Terms and Conditions

This Site is controlled and operated by AQUS GmbH from our offices in Salzburg/Austria. The formation, existence, construction, performance, validity in all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions or any dispute in relation to the materials contained in this Site shall be governed by Austrian law.

All disputes arising out of this ToU or related to Site use or its violation shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrators appointed in accordance with these rules. The Operator shall have the optional choice to call upon the appropriate courts in the jurisdiction of the violator.

Your continued use of this Site indicates your acceptance of these Terms and Conditions which may be amended from time to time with or without prior notice. You are requested to check this ToU for updates every time you enter the licenced Site.

Salzburg, 26th September 2025