Service Agreement

Fabasoft Cloud

Effective from November 1st, 2016

1. Fabasoft Austria GmbH, FN 199728v, Honauerstrasse 4, A-4020 Linz, Austria (referred to hereinafter also as „Fabasoft"), operates the Service Package 'Fabasoft Cloud' (referred to hereinafter also as „Service Package"), over the internet. This Service Package offers the Customer the possibility to save and administrate data on the IT infrastructure operated by Fabasoft and hosted at the Fabasoft Cloud data centers and to use software products integrated in the Service Package.

2. Upon concluding the Contract, Fabasoft shall grant the Customer a non-exclusive and non-transferable license to use the Service Package (referred to hereinafter also as "Contract") and permission to save and administrate data on the IT infrastructure operated by Fabasoft and hosted at the Fabasoft Cloud data centers and to use the integrated software products for the duration of the Contract concluded with the Customer.

3. The Contract for a free-of-charge Service Package is entered into indefinitely and can be terminated by either contracting party without any reason for doing so with a notice period of one week.

   The Contract for a fee-requiring Service Package is also entered into indefinitely. When concluding the Contract, the Customer can select a payment period (e.g. one year). The contractual relationship can be terminated by either contracting party without any reason for doing so with a notice period of one month to the end of a payment period, for which the Customer has to effect a payment as agreed.

4. Fabasoft is entitled to a fee from the Contract concluded with the Customer if the Service Package is fee-requiring. The applicable prices at the time of the conclusion of the Contract can be seen in the Fabasoft Cloud Shop. The agreed fee is to be due in advance for the duration of the defined payment period.

5. The properties and qualities of the integrated software products, whose usage is connected with this Service Package, are defined in a separate software product information document. For the up-to-date version of any integrated software product, the corresponding version of the software product information is definitive and applicable. The up-to-date version of the software product information document can be found under https://www.fabasoft.com/public-cloud/spi.

6. The use of the Service Package by the Customer is based on this service agreement between Fabasoft and the Customer and the "General Terms and Conditions Fabasoft Cloud" (see https://www.fabasoft.com/cloudservices/gtc).

   The content of the Contract of this service agreement (see https://www.fabasoft.com/public-cloud/contract) assumes you as Customer on the basis of you clicking on the relevant accept or reject button within the user interface of the Fabasoft Cloud Shop.

   Without conclusion of this legal agreement, you may not use the Service Package.

   You may not accept the content of the Contract, if you are unable to conclude a binding contract with Fabasoft because of legislative provisions (e.g. because you are not of full legal age). Fabasoft recommends that you read this document carefully and print it out or save it locally for your documentation.

7. Notice of the Right of Cancellation for Consumers

   When concluding the Contract with Fabasoft for the use of a Service Package, the purpose of which is not attributable to your commercial or professional freelance activities, the following provisions apply to you as a consumer under the Austrian Consumer Protection Act or as a consumer under similar consumer protection laws outside of Austria:

7.1. Right of Cancellation

You can cancel your Contract, without stating any reason for doing so, within 14 days in writing (by letter to the address below, by email to revoke@fabasoft.com, by the cancellation form provided via the link https://www.fabasoft.com/revoke). The notice period commences when the email confirmation and the enclosed written notice are sent (at the time the Contract is concluded). This period shall not therefore take effect until such time as Fabasoft fulfills its duty to provide information (transfer of Service Agreement to Customer's email address). The 14 day period shall be deemed to have been met if the notice of cancellation is sent within this period. The notice of cancellation must be sent to:

Fabasoft Austria GmbH
Honauerstrasse 4
A-4020 Linz, Austria
Email: revoke@fabasoft.com

7.2. Effects of Cancellation

In the event of valid cancellation, both contracting parties shall return any item(s) or payment(s) they may have received and, if the Customer has used the item(s), he or she shall pay for any usage (e.g. interest). If you cannot return the item in full or in part, or if the item has been used or damaged, you must replace the value of the item to the extent necessary. As a result, you may therefore be required to fulfill the contractual payment obligations for the period up to cancellation. Obligations to refund payments must be met within 30 days. The notice period shall begin for you when you submit the cancellation and for us when we receive the notice of cancellation.

7.3. Special Notes

Your right of cancellation shall be terminated early if the Contract is fulfilled in full by both contracting parties at your explicit request before you have exercised your right of cancellation.