

General Terms and Conditions

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Table of Contents	Page
1. Subject of the Agreement, Definitions	1
2. Description of the Services of EPPAdoc	1
3. Registration and Access Data	1
4. Duration of the Agreement	2
5. User-Side Requirements for Service	2
6. Usability, Content, and Rights to Content	2
7. Special Obligations of the Customer and User	2
8. Fees and Payment Terms	2
9. Rights to the Service	3
10. Availability of the Service	3
11. Performance Disruption and Compensation for Damages	3
12. Responsibility for Third-Party Claims	3
13. Term of the Usage Agreement	4
14. Data Delivery and Consequences of Contract Termination	4
15. Data Protection	4
16. Final Provisions	5

1. Scope of Application

- 1.1 These General Terms and Conditions (**T&C**) apply to all services provided by EPPAdoc via the website eppadoc.eu (Website) for customers and users (services as defined in Section 2), particularly services based on usage agreements (individually and collectively referred to as the “Usage Agreement”) with customers.
- 1.2 Any terms and conditions of the customer that deviate from these T&C are invalid, even if the customer claims exclusive applicability for such terms.
- 1.3 Entrepreneurial: EPPAdoc enters into usage agreements exclusively with, and provides services exclusively for, entrepreneurs. The customer assures EPPAdoc that they are an entrepreneur within the meaning of Article 2 Z 2 of the EU Consumer Rights Directive (2011/83/EU). Furthermore, the customer assures EPPAdoc that within his sphere of influence, neither minors, consumers, nor other unauthorized third parties use the services.
- 1.4 **Right to Modify:** EPPAdoc may modify these T&C at its own discretion; such changes only become applicable to the customer or user once they have accepted the changes by clicking the consent text in the account management interface or when ordering an additional service. Any service ordered or accessed before accepting the changes to the T&C will continue to be provided under the version of the T&C last accepted by the customer or user. If a service previously ordered can no longer be provided, or only partially provided, based on the prior version of the T&C due to compelling reasons, EPPAdoc is entitled to limit or fully discontinue the service to the necessary extent until the customer accepts the new version of the T&C.

2. Definitions

- 2.1 The terminology used in these T&C is to be understood as gender-neutral.
- 2.2 In these T&C and the Usage Agreement, the following terms are defined as follows:

- a. **EPPAdoc Platform:** Refers to programs and databases, including associated data and documentation content, which are made available to the customer or user via the website by EPPAdoc under the terms of the Usage Agreement.
 - b. **T&C:** Refers to these General Terms and Conditions, which are accepted by the customer or user as part of the Usage Agreement or prior to first use through an appropriate declaration (see Section 3).
 - c. **Content:** Refers to data of any kind used by the customer or user in the context of the service, particularly files of any kind, documents, databases, texts, graphics, logos, image, film, and audio files, etc., provided these do not originate from EPPAdoc.
 - d. **Customer:** Refers to the entrepreneur (see Section 1.3) who uses the service from EPPAdoc based on a Usage Agreement with EPPAdoc.
 - e. **User:** Refers to any person who uses the service provided by EPPAdoc, generally based on the Usage Agreement between EPPAdoc and the customer.
 - f. **Service:** Refers to a virtual service that constitutes the subject of the Usage Agreement. Services include only those services made available via EPPAdoc’s website.
 - g. **Service Compensation:** Refers to a credit issued by EPPAdoc to the customer in the event that EPPAdoc fails to provide a service in accordance with the contract or if the agreed service availability threshold is not met.
 - h. **Usage Agreement:** Refers to the entirety of the agreements between the customer and EPPAdoc, under which EPPAdoc provides the service and the customer (or a user authorized by the customer within the scope of the Usage Agreement) uses the service. The T&C are an integral part of the Usage Agreement.
 - i. **Account Management:** Refers to the collection of control, input, and output interfaces on EPPAdoc’s website, which allow the customer to enter and update contact details, facilitate communication between the customer, user, and EPPAdoc, and through which the customer can order, manage, and cancel the service. This interface is also the primary means through which EPPAdoc provides the service to customers and users.
 - j. **Access Data:** Refers to all identifiers and passwords provided by EPPAdoc to the customer or user (which may subsequently be changed by the customer or user), enabling access to the account management interface and the service.
3. **Registration and Access Data**
 - 3.1 The Usage Agreement is concluded exclusively in written form by being signed by both the customer and EPPAdoc.
 - 3.2 After the Usage Agreement has been concluded, the customer will receive a copy of the signed agreement from EPPAdoc by email, along with these T&C and a link including the access data required to log in to the account management interface and use the ordered service via the website. The customer can view, save, and print their customer data after logging in with the access data.
 - 3.3 The access data may only be used within the scope and extent of the Usage Agreement. The customer is permitted to share the access data with users only to the extent allowed within the framework of their own business unit (and not with affiliated companies of any kind), and solely at the customer’s own risk and responsibility. For security reasons, the access data can and must be changed by the customer or user via the account management interface upon first login. EPPAdoc is entitled to

change the access data at any time—due to security and/or administrative reasons—and to send the new access data to the customer (including for authorized users) via email. Except in cases of imminent danger, EPPAdoc will ensure—through appropriate timely actions—that service interruptions due to lack of up-to-date access data are largely avoided.

- 3.4 The customer or user is obligated to keep the access data confidential. The customer or user is also strictly responsible for securing their internet connection, device, and access data to prevent unauthorized access. The customer or user is required to immediately report any suspicion that their access data or other confidential information related to a service may have become known to unauthorized third parties. The customer is liable—regardless of fault—for any misuse of contact or access data. The customer acknowledges that EPPAdoc is entitled to immediately suspend the affected service(s) and to terminate the usage agreement extraordinarily upon detection of any use that is in breach of the agreement—whether or not the misuse was intentional (see Section 13). EPPAdoc will strive to suspend or block access to a service only after the customer has been given reasonable notice via email to stop or prevent the misuse; EPPAdoc will, where possible, warn the customer of a pending suspension.
- 3.5 The customer must always keep their customer and contact information up to date, especially to enable EPPAdoc to communicate with them regarding matters related to the usage agreement.

4. Services and Usage Rights

- 4.1 The content, scope, and quality of the service are bindingly defined in the Usage Agreement, which generally includes the following points: (i) a detailed description of the service including data backup (see Section 11.5), quality characteristics, service levels (see Section 10), and service compensation (see Section 1.3); (ii) fees and payment terms (see Section 8); (iii) any special provisions, particularly regarding the customer's obligations (see Section 7), usage rights (see Sections 4.5, 6, and 9), as well as terms and termination (see Section 13).
- 4.2 EPPAdoc will provide the service in accordance with the Usage Agreement until it is (partially) terminated. EPPAdoc (see Section 13) provide the service in accordance with the generally accepted rules of technology and in compliance with the Usage Agreement; see Section 10.3 regarding maintenance and service activities.
- 4.3 The service may be subject to technical or other changes by EPPAdoc. The customer agrees that minor changes to the service (updates)—i.e., those where the core functions of the service remain intact—may be made by EPPAdoc at any time, preferably with prior notice. Furthermore, the customer agrees that major changes to the service, its core functionalities, or its scope (upgrades) may also be implemented. Such changes must be communicated by EPPAdoc to the customer at least seven days in advance, and the customer has the right to extraordinary termination of the affected service at the time of the change if the upgrade is unreasonable for them. In this case, the customer waives all claims they might otherwise have arising from the termination.
- 4.4 If the service under the Usage Agreement includes the use of the EPPAdoc platform, EPPAdoc grants the customer or authorized user a non-exclusive, non-transferable right of use, to the extent necessary for the use of the service under the Usage Agreement ("Right of Use"). Additional conditions

regarding the right of use may be stipulated within the respective Usage Agreement. If the right of use includes third-party licenses, the license text will be viewable in the account management interface before ordering the service and becomes an integral part of the Usage Agreement upon ordering (see Sections 3.1 and 3.2).

- 4.5 If the use of a service also requires third-party software to be installed on the customer's or user's hardware (e.g., browser, PDF reader, etc.), the customer or user is solely responsible for its installation, maintenance, and for ensuring the appropriate licenses are in place. The customer or user shall indemnify and hold EPPAdoc harmless regardless of fault in this context (see Section 12).

5. User-Side Requirements for Service Provision

- 5.1 EPPAdoc cannot assume responsibility for ensuring that the service, account management interface, and website are compatible with the hardware and software used by the customer or user.
- 5.2 The requirements (minimum hardware and software specifications) for using the respective service are — unless otherwise specified in the user agreement related to the respective service — available on the website.
- 5.3 Providing these minimum requirements, as well as the telecommunications services including data transmission to and from the point of service transfer (i.e., EPPAdoc's network access point), are not part of the Usage Agreement, but are exclusively the responsibility of the customer or user.

6. Usability, Content, and Rights to Content

- 6.1 The customer or user is solely responsible for the legality of the content they use within the scope of the services.
- 6.2 EPPAdoc assumes no duty of care, protection, or warning regarding the legality of content used within the services. In particular, EPPAdoc is not obligated to check the content stored by the customer or user on EPPAdoc's IT infrastructure for legal compliance.
- 6.3 The customer or user grants EPPAdoc a non-exclusive, free, and unrestricted right of use for the duration of the Usage Agreement to use the content (including making backup copies), limited to the purpose of proper provision of the services. Furthermore, the customer or user grants EPPAdoc a non-exclusive, free right to analyze anonymized content, even beyond the duration of the Usage Agreement. The customer or user guarantees that they hold all necessary rights to the content and will hold EPPAdoc harmless and indemnified, regardless of fault (see Section 12).

7. Special Obligations of the Customer and User

- 7.1 The customer declares that they have reviewed the content and scope of the service before ordering and acknowledges that they may have to make efforts or incur expenses in order to use the service properly.
- 7.2 In connection with the Usage Agreement and the use of the service, the customer or user will:
- not violate applicable law, including but not limited to intellectual property rights, unfair competition law, and personal rights of third parties (see Section 12; also refer to Section 6);
 - refrain from any behavior that is obscene, harassing, or immoral;
 - comply with all applicable data protection regulations (see Section 15) and other legal obligations;
 - fulfill all obligations related to access data (see Section 3);

- e. not use the possibility of exchanging electronic messages for the unauthorized sending of advertisements or mass messages (spamming in accordance with § 107 TKG, Telecommunications Act);
 - f. reimburse EPPAdoc for any expenses incurred due to an inspection following the submission of a fault report (see Section 11.2) if it turns out that no fault within EPPAdoc's sphere was present and EPPAdoc invoices those expenses;
 - g. refrain from attempting—either personally or through unauthorized third parties—to use data without authorization or to interfere with, gain unauthorized access to, or tamper with systems or programs operated by EPPAdoc, to intercept data unlawfully, to engage in fraudulent data processing, or to cause or facilitate any of these actions. Criminal consequences may apply;
 - h. not undertake any action that could cause an unreasonable or disproportionate load on, or damage to, EPPAdoc's system or data not wholly owned or controlled by the customer. In particular, the customer may not upload viruses, trojans, worms, or any other malware to the EPPAdoc system that could damage, impair, secretly intercept, or destroy the system or data. Criminal consequences may apply;
 - i. not reproduce, replicate, forward to third parties, modify, transform, publish, or create derivative works from any content of the website or services in violation of the Usage Agreement.
- 7.3 EPPAdoc is entitled to block access to the service if the customer, user, or any third party attributable to them violates the Usage Agreement. Access will only be restored once the violation has been permanently resolved or the risk of repetition is eliminated through the submission of an appropriate cease-and-desist declaration. For possible termination rights, see Section 13.
- 8. Fees and Payment Terms**
- 8.1 As compensation for the provision of the service, the customer owes payment of the fee as specified in the Usage Agreement. During the ordering process for a service, the customer is fully informed about the amount of the fees and the billing method or selects it themselves. If changes to the service lead to changes in fees, a prorated billing across the respective service periods will take place—unless otherwise agreed via the account management interface. Services are billed exclusively by invoice, credit card, or direct debit from a bank account located within the EWR. Generally, all payments are due in advance based on the billing period. One-time fees are due prior to activation of the respective service. Fees for services billed based on usage intensity become due afterward, in accordance with the predefined billing period and the customer's actual usage, as invoiced by EPPAdoc. In the event of default, the provisions of §§ 455 ff UGB (of the Austrian Commercial Code) apply—regardless of fault.
- 8.2 EPPAdoc shall be entitled to adjust the fee if external factors beyond EPPAdoc's control (e.g. copyright levies, increases in or the introduction of governmental fees or similar charges) increase during the term of the agreement; in such case, the adjustment shall be made in the same proportion as the increase of the respective external factor.
- 8.3 The parties are only entitled to offset against claims that are either explicitly acknowledged or have been legally established by a court. The customer has no right of retention.

- 8.4 EPPAdoc is obliged to issue proper invoices for the services. The customer agrees that invoices will be issued and sent electronically.

9. Rights to the Service

- 9.1 All (intellectual property) rights to the service belong to EPPAdoc, and the customer or user is not granted any rights to or in connection with the service beyond those explicitly stated in the Usage Agreement – see also Section 4.5.
- 9.2 Unless otherwise specified in the Usage Agreement, the customer or user is in particular not permitted, even for individual elements of the service, to:
- a. sublicense, publish, rent, lease, make the service accessible to others via networks or in any other online manner, provide it as part of a timesharing arrangement, act as a service bureau, or offer subscription services for the services;
 - b. to transfer the Usage Agreement to another person without the written consent of EPPAdoc.

10. Availability of the Service

- 10.1 EPPAdoc provides the customer or user with the service specified in the Usage Agreement exclusively according to the functionalities and the agreed system runtime defined there.
- 10.2 The system runtime consists of the times of available usage of the service and the times of non-availability. Non-availability exists when the agreed functionalities for the respective service are completely unavailable.
- 10.3 EPPAdoc guarantees an available usage of the service of 99% per calendar year, unless otherwise specified in the Usage Agreement. The following circumstances are excluded from the availability calculation and do not give rise to any legal claims for performance disruption (see Section 11) or similar:
- a. maintenance and service windows announced on the website at least three days in advance;
 - b. any system, software, network, or hardware failure that occurs outside the sphere or control of EPPAdoc, as well as force majeure;
 - c. failures or errors caused by the customer or user or third parties attributable to them, in particular due to improper operation, failure to comply with technical specifications and conditions of use, or use of incompatible devices.

11. Performance Disruption and Compensation for Damages

- 11.1 EPPAdoc cannot accept responsibility that the service is at all times fully functional without errors and interruptions beyond the professional standards of the IT industry. Therefore, EPPAdoc does not provide any warranties, guarantees, or assume any risk of success regarding the service, especially not concerning the particular suitability of the services for a specific purpose; the service is provided on the website or as described in the Usage Agreement (see Section 4.), and the customer may not derive any rights from other information. For the sake of clarity, it is stated that EPPAdoc cannot assume any responsibility for circumstances in the customer's sphere, especially regarding their hardware, software, and internet connection from or to the network termination point on EPPAdoc's side (see Section 5.3.).
- 11.2 If outages or errors of any kind occur in connection with the service, the customer or user must immediately report them with a comprehensive description to the telephone support service or by email to EPPAdoc. If the customer fails to report immediately, they cannot assert any claims, except if the customer proves that EPPAdoc caused or concealed the outage or error intentionally or with gross negligence. The

existence of outages or errors must always be proven by the customer – particularly § 924 ABGB (especially in light of its last sentence) is mutually excluded.

- 11.3 After notification of the support service about a non-availability or error related to the service, EPPAdoc will restore the contractually agreed condition as soon as possible. Non-compliance with availability leads exclusively to the customer's claim for a credit according to the service compensation defined in the Usage Agreement. With this, all claims of the customer due to non-compliance with availability are settled, unless gross negligence by EPPAdoc is proven by the customer. The total amount of all service compensations per contract year is limited to a maximum of 30% of the annual net fees attributable to the non-contractually fulfilled service. Any further reduction of consideration and other claims from warranty or other provisions on performance disruption and/or damages are excluded. The service compensation will be taken into account in the next billing cycle of the services by EPPAdoc.
- 11.4 EPPAdoc is liable according to statutory provisions only for damages caused intentionally or by gross negligence by EPPAdoc or its vicarious agents, whereby the customer or user must prove the fault of EPPAdoc. This limitation does not apply to EPPAdoc's liability under the Product Liability Act and for damages resulting from injury to life, body, or health and for infringements of intellectual property rights (see Section 12.), which EPPAdoc or vicarious agents are each responsible for. Liability of EPPAdoc for atypical contractual damages, consequential damages, especially lost profits, missed savings, and pure financial losses is excluded—except in cases of intent by EPPAdoc. Claims of the customer or user—including under paragraph 5—expire within six months from the knowledge of the damage and the injuring party.
- 11.5 Unless EPPAdoc expressly takes over data backup as part of the service, the customer or user is responsible for ensuring data backup, and EPPAdoc is not liable for data loss—except in cases of gross negligence. Otherwise, EPPAdoc's liability is limited according to the above rules exclusively to the necessary effort required for the most cost-effective recovery of the data. The customer and users bear the burden of proof and have a duty to mitigate damages in all cases.
- 11.6 The Customer shall be responsible for and liable for its own conduct as well as the conduct of its users.

12. Responsibility for Third-Party Claims

- 12.1 If third parties assert claims that prevent or hinder the customer from using the service contractually, the customer must immediately inform EPPAdoc comprehensively. If the customer or user is sued by third parties due to the agreed use of the service, they must coordinate all steps in this context with EPPAdoc and may only undertake procedural actions, especially acknowledgments and settlements, with EPPAdoc's consent. In connection with violations of third-party intellectual property rights, EPPAdoc is obliged to indemnify and hold the customer harmless without fault, provided the claims are not based on wrongful conduct by the customer or user; in the latter case, the customer must indemnify and hold EPPAdoc harmless without fault. The customer or user must support EPPAdoc to the best of their ability in all these cases, especially by providing appropriate information and making declarations.

- 12.2 EPPAdoc is entitled at any time to change the service in such a way that no infringement claim exists anymore. If a modification of the service is not possible, the customer or user is obliged to immediately cease using the respective service upon EPPAdoc's request, or EPPAdoc is entitled to block access, whereby no fees for the affected service will accrue from the time of non-use. The liability limitations in Section 11.4 apply.
- 12.3 The customer or user (and the customer jointly and severally with them for their actions) shall indemnify and hold EPPAdoc harmless without fault for all damages caused in connection with an infringement of third-party rights caused by the customer or user in connection with the service, especially intellectual property, unfair competition, and personal rights violations, including the necessary and reasonable legal defense costs incurred by EPPAdoc.

13. Term of the Usage Agreement

- 13.1 The usage agreement begins on the contractual start date specified in the agreement and runs—depending on the service or the respective usage agreement—either (i) for a fixed period and ends without the need for a separate termination, or (ii) for an indefinite period until the usage agreement or the respective part is terminated, or (iii) ends upon fulfillment of the service by EPPAdoc.
- 13.2 The parties are entitled to terminate the usage agreement regarding all or individual services—with the exception of cases where the usage agreement for the respective service stipulates otherwise—with a notice period of four weeks to the end of a quarter.
- 13.3 EPPAdoc is entitled to immediate termination of the usage agreement regarding all or individual services or immediate suspension/blocking of access for good cause, particularly if:
- EPPAdoc is ordered by authorities to stop the service;
 - the customer provided false customer data or access to the service was obtained fraudulently in any other way;
 - access data is passed on without authorization and/or a service is used contrary to the agreement (see Point 3.4);
 - the customer does not meet their payment obligations and is in default for at least seven days despite a reminder sent by email;
 - the customer violates any other essential provision of the usage agreement including these T&C —particularly according to Point 7—and does not rectify the breach within seven days of a reminder;
 - the use of a sub-provider is absolutely necessary for providing the service and the customer does not give their consent (see Point 15.5).
- 13.4 The customer is entitled to immediate termination of the usage agreement regarding the respective service if upgrades would lead to unreasonable changes for the customer (see Point 4.4) or if a service is unavailable for more than seven days due to circumstances for which EPPAdoc is responsible and contrary to the agreement.
- 13.5 Both parties are entitled to immediate termination of the respective service if the service is unavailable for more than 14 days due to force majeure.

14. Data Delivery and Consequences of Contract Termination

- 14.1 Upon termination of the usage agreement or parts thereof:
- EPPAdoc will block access to the corresponding or all services (see also point 14.2);
 - all fees for the respective service become immediately due, possibly on a prorated (monthly) basis.

- 14.2 EPPAdoc will (a) upon request by the customer or (b) in any case for up to 14 days after service termination, make all customer/user content available for download in a format chosen by EPPAdoc at its sole discretion in the account management. After this 14-day period, EPPAdoc reserves the right to irreversibly delete the content.
- 14.3 Upon separate order and remuneration, EPPAdoc will provide the customer or a third party designated by the customer with all content on an agreed data carrier or via remote data transmission or set up forwarding of the EPPAdoc URL encoded in a QR code to another URL.
- 15. Data Protection**
- 15.1 Contents and other data used by the customer/user within the service may contain personal data. The customer is the controller under the data protection law (DSG 2000); EPPAdoc acts as the data processor for the customer. The customer is responsible for complying with any notification or prior approval requirements related to the use of the service. In particular, the customer must observe any prior approval obligations by the Data Protection Commission, especially if their seat is outside the EWR. EPPAdoc guarantees that all data processing, including access to the data and use by any sub-providers, will take place within the EWR or in third countries recognized by the EU Commission as having an adequate level of data protection.
- 15.2 Under no circumstances is EPPAdoc obligated to submit data protection notifications or obtain approvals. The customer, as the contracting party, shall hold EPPAdoc, as the service provider, harmless and free of any liability or claims – regardless of fault – in connection with data protection obligations and also with respect to the content (see Section 12.)
- 15.3 The data processing performed by EPPAdoc arises from the respective service as defined in the usage agreement. EPPAdoc commits to using the data and processing results exclusively within the scope of the customer's or user's instructions derived from the service and only returning or transmitting data upon their instructions within the service. EPPAdoc will not use the provided data for its own purposes or for third parties.
- 15.4 EPPAdoc guarantees that all persons involved in data processing have committed to maintaining data confidentiality according to § 15 DSG 2000, also beyond their employment period. Every employee has been informed about their obligations under the DSG 2000 and internal organizational data protection and security rules.
- 15.5 The customer acknowledges that EPPAdoc will only use sub-providers—including affiliated companies—if the customer has consented to each individual sub-provider as part of the usage agreement. EPPAdoc will ensure that any sub-provider complies with at least the same data protection obligations as EPPAdoc under this § 15. If the use of a sub-provider is absolutely necessary and the customer does not consent, EPPAdoc has the right to extraordinary termination (see point 13).
- 15.6 EPPAdoc declares legally binding that sufficient security measures pursuant to § 14 DSG 2000 have been implemented to prevent improper use of data or unauthorized access by third parties. The security measures are described on the website. For data backup, see point 11.5.
- 15.7 EPPAdoc ensures the technical and organizational prerequisites so that the customer can fulfill their obligations under § 24 (Information Obligations of the Customer), § 26 (Right of Access), and § 27 (Right to Rectification or Deletion) DSG 2000 towards the data subject within the legally required deadlines.
- 15.8 EPPAdoc has an immediate duty to inform the customer about incidents according to iSd § 24 Abs 2a DSG 2000 as well as an immediate forwarding obligation regarding requests for information directed at EPPAdoc according to iSd § 26 Abs 10 DSG 2000.
- 15.9 For data destruction after termination of the usage agreement or parts thereof, see point 14.2.
- 15.10 The customer acknowledges and agrees that access to EPPAdoc's infrastructure (data center, hardware, etc.) is granted only after prior explicit written approval from EPPAdoc, both during and after the term of the agreement. EPPAdoc commits, upon request, to provide the customer with the necessary information to verify compliance with data protection obligations.
- 16. Final Provisions**
- 16.1 All disputes arising from or in connection with the usage agreement, including these T&C's, or relating to their violation, dissolution, or invalidity, shall be finally settled before the court with jurisdiction over Innsbruck, Austria.
- 16.2 Austrian law exclusively applies to the usage agreement, including these T&C's, excluding (a) national and European conflict of law rules and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.3 All further agreements relating to the service, including these T&C, constitute an integral part of the usage agreement. The usage agreement is final; no other agreements exist, especially no oral side agreements. All declarations by the parties require completion via the account administration or in writing to be effective.
- 16.4 Any legal transaction fees, copyright levies, etc., shall be borne by the customer.
- 16.5 If any provision of the usage agreement, including these T&C, is or becomes invalid, unenforceable, or contains a gap, the remaining provisions shall remain unaffected and effective. The affected provision shall be replaced by a valid and enforceable provision that most closely approximates the purpose of the provision to be replaced or otherwise preserves the economic intent of the agreement.
- 16.6 The person placing the order on behalf of the customer and accepting these T&C guarantees that they can legally and bindingly make such declarations without further steps.