

(As of: November 1, 2024)

General Terms and Conditions (GTC) for the use of the website of Connoisseur Circle Reiseservice GesmbH

*(hereinafter referred to as CC or publisher)*

1040 Vienna, Waaggasse 5 / Staircase 1 / Top 8

## **A) FOR ALL**

### **1. VALIDITY**

This website [www.ccircle.cc](http://www.ccircle.cc) is an offering from CC.

These General Terms and Conditions apply exclusively to all transactions between the respective customer/user/provider (hereinafter also referred to as user or reader). Any conflicting terms and conditions of the user shall only be effective if they are expressly accepted by CC in writing. Any agreements that deviate from or supplement these General Terms and Conditions must be made in writing. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes closest to its meaning and purpose.

In addition to these Terms and Conditions, the user also acknowledges the binding nature of the netiquette (rules of conduct for respectful and appropriate communication on the Internet) for him.

Paying users also acknowledge the Terms and Conditions extended by Section B.

By using the services offered by CC, the user confirms that they are at least 18 years of age and have full legal capacity and, where necessary, that they have the consent of the respective connection owner or contractual partner of the telecommunications services or the consent of their legal guardian to use the services.

### **2. OFFER**

CC is an information and communication platform for luxury travelers and strives to provide these services in the best possible quality. However, the user has no claim or guarantee regarding the availability, freedom from defects, reliability, or functionality of the services offered.

CC reserves the right to change, discontinue, or restrict these services, including to specific user groups, without prior notice. In particular, CC reserves the right to offer free content at a later date only for a fee. Users may be temporarily or permanently excluded from using individual or all services, even without giving reasons.

For paid digital subscriptions, all publications are archived in the reading lounge for at least 14 months. Users have the option of downloading the issues and archiving them themselves for private purposes.

### 3. LIABILITY

The user acknowledges that any warranty and liability on the part of CC towards users, in particular for damages arising from the use of the services and the programs offered for download, is excluded to the extent permitted by law. Furthermore, claims for damages by the user or third parties arising from the use or even the unavailability of CC services are excluded.

In particular, CC cannot accept any liability for the absence of viruses and other harmful programs such as spyware, Trojans, and the like, and recommends that the user install suitable protection programs, in particular virus protection software, and regularly update such programs.

CC shall not be liable for third-party content, even if referred to via links, for the functionality of data and programs offered for download, or for any damage resulting from the use of these programs, insofar as such damage was not caused by intent or gross negligence on the part of CC itself.

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CC accepts no liability whatsoever for legal violations or misconduct committed by users of CC's offers or services, or for content created and/or distributed by users.

In the event of a violation of these Terms and Conditions, the user undertakes to

Expenses incurred for locating, determining the extent of, and repairing damage shall be reimbursed or CC shall be indemnified and held harmless.

#### 4. USE

When using CC's services, the user is solely responsible for complying with all relevant laws and regulations and for protecting the rights of third parties. By using CC's services, the user undertakes not to misuse them for illegal purposes. The user is particularly liable for all data sent to CC and undertakes to refrain from sending data that contains illegal, immoral, morally offensive, pornographic, or otherwise questionable content, or that causes harm or harassment to other users, or could cause harm or harassment. This obligation to refrain from certain actions also includes, in particular, violations of competition law, personal rights, trademark rights, copyrights, and other property rights of third parties.

Links to and from the CC website must not infringe the rights of third parties. Links to the website must be external links and must display entire pages (including navigation frames). Incorporation into your own frames is not permitted. If users create links to other websites, CC accepts no responsibility for the content (e.g. content that violates legal provisions or morality, or is incorrect or incomplete) of these websites, nor for any damage resulting from the use of linked information.

The user undertakes in particular to refrain from disrupting, interrupting, or modifying CC's offerings and to indemnify and hold CC harmless for all disadvantages and damages incurred by CC as a result of a violation of these Terms and Conditions, including in the event of claims by third parties.

The user undertakes to protect his password and not to disclose it to third parties. In the event that the password becomes known to third parties, the user undertakes to change it immediately. In the event of disclosure or other misuse, in particular due to inadequate protection, the user shall be liable for all consequences and shall also indemnify and hold CC harmless vis-à-vis third parties.

## 5. TRANSACTIONS WITH THIRD PARTIES

Transactions concluded between users via the CC platform, in particular via the respective websites of the users, are concluded exclusively between the respective users, i.e. between the provider of the respective goods, services, or performances and the accepting party. Any liability on the part of CC, in particular for the accuracy of the information provided by the respective users about their offers of goods, services, or performances, the reliability or creditworthiness of the users, or the fulfillment of the concluded contracts, is excluded.

## 6. SCOPE OF USE

The offers or services of CC may only be used for private purposes without its express written consent to the contrary. The transfer of data and content may also only be carried out for private purposes. Any commercial use, in particular advertising, is excluded without the express written consent of CC.

When passing on content for CC services or using it, the user guarantees that they have all the necessary rights, in particular exploitation and copyrights, including for the Internet.

CC is not obligated—but is entitled in individual cases—to monitor the services in general or the use by one or more specific users. CC is entitled to record all data necessary for tracing, such as date, time, and IP address, and to evaluate this data, particularly in the event of misuse.

## 7. CHANGES

Agreements with CC and termination of registrations must also be confirmed by the user in writing (by email, fax, or post), whereby this written requirement can only be waived by separate written agreement.

CC may amend these General Terms and Conditions at any time without prior notice. Such amendments shall be published on [www.ccircle.cc](http://www.ccircle.cc) and shall become binding on the day following their publication, unless expressly stated otherwise.

become binding on the first day following publication. Users will be notified of such changes by email.

## 8. LAW AND PLACE OF JURISDICTION

The legal relationship between CC and the user is governed exclusively by Austrian law, to the exclusion of its referral provisions, unless mandatory provisions of Austrian law dictate otherwise.

The exclusive place of jurisdiction for all disputes arising from and in connection with the services of CC is the competent court in Vienna, unless mandatory provisions such as the Consumer Protection Act (hereinafter referred to as KSchG) provide otherwise. However, CC may also invoke the general place of jurisdiction of the user.

## 9. PROPRIETARY RIGHTS

The services and content offered by CC are primarily protected by copyright. Reproduction, distribution, or other use is only permitted within the expressly authorized scope (see point 6).

## **B) FOR MEMBERS/SUBSCRIBERS**

### **1. GENERAL INFORMATION ABOUT THE CC ANNUAL SUBSCRIPTION**

The subject of subscriptions is (as of July 1, 2023):

- I. Single issue "Luxury Sniff"
- II. Annual subscription to 4 issues of "Luxus schmökern" with information on how to register for the CCD with a 15% discount promo code as a thank you
- III. Digital magazine CCD "Luxus spüren" free of charge for all registered users. A discount code for 15% off the subscription price and single issue is then available in the reading lounge.

The CC product range is constantly being updated. Product offers may change or new products may be introduced.

The annual subscription is valid for at least one year from the agreed start date at the current subscriber discount price. If the subscription is not canceled in a timely manner, it will be extended for another year.

Special offers for new subscribers are valid during the specified promotional period or while stocks last.

All prices include VAT and shipping costs for one ancillary product. Any ancillary products ordered at the same time will be delivered approximately 2 weeks after the first payment has been received. We reserve the right to make minor model changes, provided that the value remains at least the same.

CC reserves the right to refuse subscription orders without giving reasons or to temporarily or permanently suspend delivery, in particular in the event of sustained payment default after unsuccessful reminders. By providing bank details, CC is revocably authorized to debit the fees due in connection with the subscription from the specified account.

The respective subscription fee is generally payable in advance.

The customer agrees to be informed about CC promotions—including by telephone or email and beyond the subscription period—until such time as they revoke this consent (by email to [office@ccircle.cc](mailto:office@ccircle.cc) or by calling 0043 1 890 6977).

## 2. CONTRACT AND RIGHT OF WITHDRAWAL

The contract between the user and CC shall come into effect upon receipt by CC of the completed and truthfully filled out order form. The user has the right to withdraw from the contract within 14 days of notification of the activation of the ordered offer by sending a written declaration to Connoisseur Circle Reiseservice GmbH, 1040 Vienna, Waaggasse 5 / Stiege 1 / Top 8, without giving reasons. Furthermore, the user may also withdraw from the contract at any time during their subscription if the services provided during the subscription do not correspond to the scope of services ordered by them. For services or service periods not consumed, the user will receive a refund of the corresponding portion of the amount paid, after deduction of the fee for offers or services used, which will be charged at the applicable prices.

In the case of (ancillary) goods ordered online as part of introductory, special offer, or other combination offers, timely withdrawal from the subscription contract is generally considered to be simultaneous withdrawal from the purchase of the ancillary goods, which must then be returned immediately, unless otherwise agreed in individual cases (e.g., a surcharge on the retail price).

However, with regard to the ancillary service, the right of withdrawal may also be exercised separately within 7 working days of delivery ; in this case, the subscription remains unaffected and the general termination/cancellation conditions apply.

If the right of withdrawal from the subscription contract is effectively exercised, any payments already made will be refunded, less the pro-rata fee for any subscription services consumed up to that point. In the event of withdrawal, the portion of the fee attributable to the ancillary goods will be refunded upon their proper return (at the customer's own expense and risk and, in the absence of such return, an appropriate fee for the reduction in value will be charged) in the original packaging and unused.

In the event of withdrawal by the customer, the goods must be returned in their original packaging and undamaged to the address (sender) stated on the delivery note/invoice, with the customer bearing the shipping costs. Once the returned goods have been received by the sender, any purchase price already paid will be refunded immediately. If there are visible signs of use, damaged packaging, or missing parts or accessories of the returned goods, and the returned goods are therefore unsaleable,

returned goods, the customer's claim to a refund of the purchase price shall lapse.

### 3. PAYMENT

All prices include VAT at the applicable statutory rate and are due upon ordering in accordance with the selected payment method.

In the event of default, interest shall be charged on the amounts due at a rate of 4% for consumers and 8% for businesses above the base rate announced by the Austrian National Bank. Furthermore, the user shall reimburse all costs necessary for CC to collect the claim in an appropriate manner.

The user must notify CC in writing of any objections to invoices and/or payment confirmations within 14 days of receipt, otherwise the invoice and/or payment confirmation shall be deemed accepted.

Unless excluded by law, such as the Consumer Protection Act (KSchG), claims against CC may only be offset against claims expressly recognized by CC or claims that have been legally established against CC.

### 4. WARRANTY

CC provides a warranty for its goods and services in accordance with the statutory warranty provisions within the statutory periods (24 months from delivery or provision).

Claims against CC arising from a manufacturer's warranty that exceeds warranty claims or a guarantee promise from a third party (hereinafter collectively referred to as manufacturer's warranty) are excluded to the extent permitted by law. If a warranty claim arises for a product purchased via distance selling, the goods can be sent to CC. If it turns out that there is no defect covered by the warranty, CC will charge the customer for the expenses incurred. At the customer's request, CC will also handle warranty claims under manufacturer warranties on their behalf. In any case, when asserting warranty claims, the customer must give CC the opportunity to inspect the rejected product within a reasonable period of time and, if necessary, have it repaired or replaced. When determining this period, the fact that CC itself must contact the respective manufacturer or distributor must be taken into account.



CC shall provide the customer with any necessary updates in fulfillment of its obligation to provide updates. If the customer does not install the update provided within a reasonable period of time, CC shall not be liable for any defects that are solely attributable to this, provided that CC has informed the customer about the update and the consequences of not installing it and that there are no faulty installation instructions.

## 5. DATA

The provisions of the Data Protection Act in its currently valid version (GDPR and DSG as well as TKG 2021) are complied with. By registering on the CC website, users consent to direct marketing by CC. Users of the CC website therefore expressly agree that their personal data, in particular when participating in CC competitions, may be stored and processed for the purposes of CC's own market research and advertising.

The user must notify CC in writing of any changes to their master data, such as name, address, telephone number, email address, or other communications, such as contract changes.

In addition, CC stores all user master data. This data is processed automatically and will not be disclosed without the participant's written consent, except to courts or authorities in the event of proceedings concerning the participants.

CC has taken and will take all reasonable measures to protect the user data stored by it. However, CC is not liable for third parties obtaining this data in an unlawful manner and using it further.

## 6. SERVICE DISRUPTIONS

CC will endeavor to prevent or remedy disruptions and restrictions to services and offers as soon as possible.

Short-term disruptions, impairments, or restrictions, especially those caused by unforeseeable or exceptional circumstances or necessary technical measures, do not constitute a lack of performance.

Connoisseur Circle Reiseservice GmbH