

# General Terms and Conditions (GTC) - Beta

## 1. Scope

briefgeheimnis.at is currently in beta testing and is a planned service of Research Industrial Systems Engineering (RISE) Forschungs-, Entwicklungs- und Großprojektberatung GmbH (hereafter "RISE"). Participants of the beta test can use the functions provided and share their opinions about the capabilities, ease of use, and the functional and aesthetic design with RISE. These general terms and conditions apply to all features of the beta test made available under briefgeheimnis.at.

By creating a user account and by accepting these general terms and conditions (GTC) by clicking the box "I agree to the general terms and conditions" by the participant these GTC enter into force.

## 2. Amendment of Terms

Provided the amendment is not exclusively to the benefit of the participant, the participant shall be notified of any amendment by both a message in their client and on the homepage of briefgeheimnis.at at least two months before the new provisions take effect.

The acceptance of any amendments by the participant shall be considered granted unless the participant, upon receiving notification of the amendment, cancels their participation by deleting their user account.

## 3. Obligations of the Participant

The participant **must not violate any law or any other legal requirements**, in particular legal prohibitions and rights of third parties (personality rights, intellectual property rights, privacy rights, etc) in connection with the services and features made available or provided by RISE.

Furthermore, the participant must not use the features offered by RISE for spam or in a manner that endangers or impairs the stability, security or integrity of the server or the systems of RISE.

The participant shall be exclusively responsible for their usage of the features and for messages and data transmitted. The participant further agrees to keep their login credentials and support token code confidential and to not disclose it to any other person or to share their account with others. The participant acknowledges that their choice of the password and the security of their device play a crucial role in the security for the communication over briefgeheimnis.at.

RISE is not liable or responsible for any negligence by the participant in regard to their login credentials or an infiltration of the system, e.g., by the use of a compromised computer by the participant. In this respect, the participant is solely responsible.

It is the duty of the participant to make backups of their messages regularly, particularly before deleting their useraccount.

Due to the technical design of briefgeheimnis.at, RISE is not able to reset a password nor to access the user account in any way in the event that a participant forgets or loses their password or that an account is compromised and/or being used by an unauthorized third party. However, RISE can delete the participant's account upon request by contacting RISE's support technicians and specifying the support token code attached to their account.

## 4. Services of RISE / Disclaimer

RISE offers the system and available functions to the participant "as is" as a beta test.

The functional scope of services (storage, number of messages, availability) and their performance will be at the discretion of RISE during the beta test. RISE reserves the right to limit or to at any time terminate the beta test and functions based thereon. The current limitation of message size, attachment size, and number of messages can be viewed in the client under the menu option "System Information".

RISE does not warrant nor accept liability for accessibility, availability, accuracy, reliability, specific features or for the suitability of functionalities for the purposes of the participant at any time. Furthermore, RISE does not warrant nor accept liability that messages and data will be delivered at all, delivered at a specific time, or delivered complete and uncompromised to the receiver.

RISE accepts no liability in the event of any security failures, security vulnerabilities, or if RISE systems are compromised by third parties resulting in the unintentional disclosure of confidential messages, data or files. RISE is excluded, in any event, from liability for minor negligence. The above restriction of liability shall not apply to losses arising from injury to life, limb or health or to any liability according to the Product Liability Act.

RISE has no access to the exchanged messages and the information contained therein and expressly dissociates themselves from these messages and information. RISE accepts no liability for exchanged messages or the information contained therein; participants are responsible for messages and their content.

## 5. Prices

The use is free of charge during the beta test. Details can be found on the [briefgeheimnis.at](https://www.briefgeheimnis.at) homepage (<https://www.briefgeheimnis.at>).

## 6. Privacy

Since the messages to the participant's device are encrypted with a key which is only known to the participant, it is not possible for RISE to access the contents of a communication. Any data mapping of messages to a user account is done strictly for the purpose of delivering the message to the recipient. All messages are stored as encrypted data packets without any accessible information content on the RISE servers

No personal data (address, date of birth, IP address, etc.) of participants are stored or processed within the system.

If a participant does decide to enter their self-selected identification code in the [briefgeheimnis.at](https://www.briefgeheimnis.at) address book, RISE will then know their identification code and

their corresponding public key. This address book can be searched for specific identification codes of other participants who have also chosen this option. This option is voluntary and is intended to facilitate first contact between the briefgeheimnis.at participants.

Messages, draft messages, contact books, tags, participant settings and participant data (e.g. public key) within the system will be automatically encrypted and stored on the participant's side.

## 7. Termination of the contract

The participant may delete their account at any time, thereby terminating their participation in the beta test. The deletion of their account and any related data will be executed immediately after the confirmation dialog. After completing this step it is not possible to reactivate the account or restore any related messages or data.

RISE reserves the right, to exclude at its own discretion participants who violate the GTC from further use of briefgeheimnis.at and/or to delete their user account and/or to delete messages contained therein.

## 8. Applicable Law

The laws of Austria, with the exception of its law on the Conflict of Laws, shall exclusively govern this contractual relationship. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.