Terms of Service

1. Validity and Terms

1. These Terms of Service will be valid for all business relationships between the users and *QR Planet GmbH* - Manager: Peter Hlavac - for provision of the qrplanet.com platform (hereafter, »*qrplanet.com PREMIUM*«) services. The supplemental short descriptions of the individual provisions serve only for better comprehensibility and are not the binding object of these terms of service.
2. Any deviating terms and conditions of the user will not be valid unless they have been explicitly approved in writing or text form by QR Planet GmbH. By no later than when the account is created with qrplanet.com PREMIUM, the user must acknowledge the validity of these Terms of Service.
3. A consumer in the context of these Terms of Service is any natural person who concludes a legal transaction for a purpose that can neither be predominantly classified as part of their commercial nor independent professional activity. An entrepreneur is a natural or legal person or a legal partnership that, in the course of entering into a legal transaction, is acting in accordance of its commercial or independent professional activity.

2. QR Planet GmbH's services

1. Through the qrplanet.com PREMIUM service, QR Planet GmbH is offering the possibility to create and track QR Codes as well designing landing pages optimized for mobile devices.
2. qrplanet.com PREMIUM is a service which is made available via the Internet. The Internet access, which is needed in order to use qrplanet.com PREMIUM, is not the object of QR Planet GmbH’s services.
3. QR Planet GmbH reserves the right to extend and improve services at any time (hereinafter referred to as »Further Development«), provided that the Further Development is reasonable for the user and does not endanger the fulfilment of the contractual purpose. In the case of users who are consumers, this applies in the case of paid services,
    - if the Further Development is for the user's benefit
    - if the Further Development is intended to bring the services into conformity with the applicable law, in particular if the applicable legal situation changes
    - if the Further Development serves QR Planet GmbH to comply with mandatory court or official decisions
    - as far as the respective Further Development is necessary to close existing security gaps
    - if the Further Development is of a purely technical or procedural nature and has no significant impact on the user. Changes with only an insignificant influence on previous functions do not constitute changes in performance in this sense. This applies in particular to Further Developments of a purely optical nature and the mere modification of the arrangement of functions

    No claim exists to the offering of additional functionalities for the services described in Paragraph 1.

3. Free-of-charge trial and conclusion of the contractual agreement

1. After you have successfully created an account, a usage relationship is considered to have been established. The creation of the account is considered to have been successfully completed when the user confirms the creation of the account, e.g. by clicking on an activation link in an e-mail.
2. The user may test qrplanet.com PREMIUM for 15 days upon a free-of-charge basis. If the user does not enter his payment data under the »Account« tab during this trial, the user’s account will initially be set to a “read-only” mode of all created data and landing pages. By no later than 14 days after the trial ends, the account will be deactivated and the usage relationship will be ended. By no later than 28 days after the trial ends, all data of the account will be deleted.
3. If the user enters his payment data under the »Account« tab and clicks on the »Purchase« button, a contractual relationship triggering costs will be established.
4. The contractual relationship is upheld for an undetermined amount of time.
5. The contractor reserves the right put the user as a reference on his website or other publications, as long the customer does not expressly contradict.
6. QR Planet GmbH will send the user a confirmation of the order with all order data to the e-mail address

provided by the user. Data Processing Agreements are available for users to download or alternatively they can be sent by e-mail.

7. After you have created an account, you will receive tips and tricks in the first few days on how best to use the portal and QR codes by e-mail. You can unsubscribe these onboarding emails at any time with an unsubscribe link in the footer of each email.
8. QR Planet GmbH has the right to terminate a trial account immediately, without providing a reason and without a previous warning. Opening trial accounts on a recurring basis will lead to permanent block of the IP and ban of the E-Mail domain.

4. Payment/Invoice

1. The monthly usage fee for qrplanet.com PREMIUM is accounted for at the end of each calendar month. The amount due can be paid either via invoice or credit card (AMEX, MasterCard or Visa). Issuing of invoices and charging of credit cards happens on a quarterly or annual basis. When paying by PayPal, the user can invoice pay directly via a PayPal payment button on the portal.
2. The user must ensure that the bank or credit card account from which the amount is deducted has the required funds to cover the payment. If the payment is not made owing to circumstances in the realm of responsibilities of the user, QR Planet GmbH may charge the additional costs incurred (e.g. default interest) to the user in the respective amount incurred.
3. Users will be provided with invoices in PDF format.

5. Information concerning the exercise of the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (QR Planet GmbH, Mariahilfer Straße 7/2, 1060 Vienna Austria , E-Mail: support@qrplanet.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To QR Planet GmbH, Mariahilfer Straße 7/2, 1060 Vienna Austria , E-Mail: support@qrplanet.com
- I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract ~~of sale of the following goods (*)~~/ for the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(*) Delete as appropriate.

6. Termination/Cancellation

1. The user can terminate the contractual agreement for the use of qrplanet.com PREMIUM at any time under the »Account« tab. The termination will become effective at the end of the current billing month. Insofar as the user cannot use this option, the termination may also be declared in writing or in text form to QR Planet GmbH. On cancellation, the usage fee for the month of cancellation will be fully billed. After that no further fees are charged.
2. The user may at any time download back-up copies of his data in a standard format in his qrplanet.com PREMIUM account. When the account is cancelled, the account will be deleted after 14 days.
3. QR Planet GmbH has the right to terminate the contractual relationship with a user without being required to state reasons for doing so by providing three months' notice with the termination to become effective at the end of the respective billing month.
4. If the user is late with his payment of the monthly amount by more than eight weeks, QR Planet GmbH reserves the right to terminate the contractual relationship with the termination to become effective at the end of the current billing month. QR Planet GmbH's claims, which have been created through the past usage of qrplanet.com PREMIUM by the user, will remain unaffected.
5. If qrplanet.com PREMIUM is misused (see Clause 7 Para. 3) which results in substantial restrictions of QR Planet GmbH for third parties, QR Planet GmbH reserves the right to make extraordinary termination of the contractual relationship.
6. Any extraordinary right of termination held by the user or QR Planet GmbH will remain unaffected.
7. On the user's request all his created dynamic QR codes may be hosted on qrplanet.com after termination. This assumes, however, that there are no outstanding bills on his account and that the account was at least one year active.

7. User's obligations

1. The user is obliged to truthfully provide and update information about his payment data (including the billing address) and his email address, when the account is created or modified insofar as qrplanet.com PREMIUM is supposed to be used beyond the free-of-charge trial.
2. The user is obliged to protect his login credentials for his qrplanet.com PREMIUM account so they are not disclosed to unauthorised third parties.
3. The user is forbidden from misusing QR Planet GmbH's services, particularly the qrplanet.com PREMIUM service. Misuse is considered to have occurred especially in the following cases:
    - The publication or dissemination of illegal or defamatory content
    - The use of technical tools or methods which restrict or may restrict the functionality of the provider's services (software, scripts, bots, etc.)
    - Trial accounts are created repeatedly, but none of the accounts ever subscribes.
4. QR Planet GmbH is entitled to promptly delete content created by the user which is illegal and/or abusive.
5. Users commit themselves to respect the relevant data protection regulations and to enter any contracts or agreements required by law (in particular Data Processing Agreements) and not to use QR Planet GmbH for unlawful processing of personal data.

8. API Usage

1. QR Planet GmbH optionally offers its users supplemental access to their data via a so-called API (Application Programming Interface).
2. The user has API access in his qrplanet.com PREMIUM account by using his API key. If a third-party service provider should receive access to data from an account or user via the API, the user has to additionally enter access credentials within the respective service.
3. QR Planet GmbH is not responsible for services or the use of services of third-party service providers who receive access to the data from the account or the user via the API.
4. API requests on a White Label account are unlimited in good faith. However, users are required to do an efficient usage of their code and the system resources to keep the infrastructure stable.

9. Usage rights

1. QR Planet GmbH will grant each user a simple, non-exclusive right to use qrplanet.com PREMIUM for the duration of the contractual agreement for his own purposes. This usage right is non-transferable.
2. qrplanet.com PREMIUM is a web service which is rendered by accessing QR Planet GmbH's server or servers. Software is not being supplied to the user.
3. Insofar as new versions, updates, upgrades or other changes are made to qrplanet.com PREMIUM during the contractual term of the contractual agreement, the aforementioned provisions will be valid.

10. Availability of the services

QR Planet GmbH ensures that the services specified in Clause 2 Para. 1 will be available 99,9% of the time on an annual average. Excluded from this guarantee are service defects for which QR Planet GmbH is not responsible.

11. Liability limits

1. If intentional wrongdoing or gross negligence has been committed, QR Planet GmbH will be liable for all damages in unlimited fashion that have been caused by QR Planet GmbH in conjunction with the rendering of the contractual services.
2. If simple negligence has been committed, QR Planet GmbH will be liable in unlimited fashion if loss of life, physical injury or damage to health has occurred.
3. For free-of-charge services, QR Planet GmbH will have no liability beyond the liability specified in Paragraphs 1 and 2.
4. Otherwise, QR Planet GmbH will be liable in conjunction with the rendering of fee-based services only insofar as QR Planet GmbH has violated an essential contractual obligation. Essential contractual violations refer abstractly to such obligations whose fulfilment only then makes the proper implementation of the contractual agreement possible at all and upon whose fulfilment the user may regularly rely. In these cases, liability will be limited to providing damage compensation for foreseeable, typically occurring damages.
5. Insofar as QR Planet GmbH's liability is excluded or limited in accordance with the aforementioned provisions, this will also be valid for the service provider's vicarious agents.
6. Liability in accordance with the Produkthaftungsgesetz [Austrian Product Liability Act] will remain unaffected.

12. Data protection

1. QR Planet GmbH will process only the personal data of users which are required for the provision of the services for qrplanet.com PREMIUM.
2. In order to process the payment transactions, personal data must be made available to third parties (payment service providers, banks and credit card companies). However, in this case, only those data will be made available which are absolutely required for the processing of the payment transactions. At no time will the user's time tracking data be passed on to third parties.
3. After the contractual relationship ends, the personal data will be deleted insofar as no legal retention obligations exist. In these cases, the data will be blocked. Data from accounts which have been used only within the trial phase will be deleted by no later than 28 days after the trial ends.
4. Additional information about data protection and the purpose, type and scope of the collection, processing and use of personal data can be found in the Data Protection Declaration which can be reviewed by clicking on the privacy policy link.

13. Changes to these Terms of Service

QR Planet GmbH reserves the right to change the Terms of Service at any time with effect for the future, unless this is not reasonable for the user. The change is made in the case of users who are consumers only if there are the following factual reasons:

- if the amendment serves to bring the Terms of Service into conformity with the applicable law, in particular if the applicable legal situation changes
- if the amendment serves QR Planet GmbH to comply with mandatory court or official decisions
- if completely new services of QR Planet GmbH or service elements as well as technical or organizational processes of QR Planet GmbH require a description or regulation in the Terms of Service and the existing

contractual relationship with the user is not impaired at the user's expense
- if the change is merely beneficial to the users

In the event of changes, QR Planet GmbH shall inform the users of the changed Terms of Service at least in text form, so that the users have six weeks to object to the change. In the event of an objection, users and QR Planet GmbH have the right to terminate the contract. Termination may not take place if it would unreasonably impair the contractual interests of the users. If the users do not object to the changed Terms of Service within this period, they shall be deemed accepted. Users will be particularly informed of these consequences in the notice of change.

14. Final provisions

1. If the user is an entrepreneur and not a consumer, the law of the Federal Republic of Austria shall apply and the place of performance shall be QR Planet GmbH's registered office
2. If the user is a merchant, a juridical person under public law or a special foundation under public law, QR Planet GmbH’s commercial residence will be the exclusive legal venue for all disputes arising from the contractual relationship
3. The contractual language is German and English
4. The European Commission provides a platform for online dispute resolution (OS) for consumers: https://ec.europa.eu/consumers/odr. QR Planet GmbH is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board

Vienna, on the 1st of April 2021