# Terms and Conditions

Closed between DDr. Thomas Schabetsberger webtek.at, Grumelweg 2, 6068 Mils, Austria ("Contractor") and the Client.

### 1. Scope of Services

Online Registry (OR) supports the organisation of scientific events or series of events (i.e. Seminars). It consists in general of a **web based tool and services** with functionalities for article submission and handling, for event registration and the organisation of a conference. OR is a product created and owned by the *Contractor*. Client and contractor agree to establish a cooperation for usage of the OR service for the event or event series.

#### 2. Subscription for event, setup of system

By confirmation of the quote the client makes an order definite and subscribes for usage of OR service for the event.

Setup parameters are sent by filling out and submitting a configuration file in Excel format or via Web form by the client to the contractor. OR will be set up and tested within 10 working days. After setup the client has possibilities to test and approve the system. A 2-hour telephone workshop of the contractor with the organizer team of the event is performed after the initial setup. After a fine-tuning the system is seen as production ready.

#### 3. Charges & Payment

Rates are always based on the dedicated and approved quote. Charges will be billed at the agreed rates, for basic fee after initial and approved setup, for volume fee after the event. Maintenance fees are billed for serial events regularly after the first year. The receiver of invoices has been defined on the quote. Invoicing and payment is in "EURO (€). Payments including possible transfer charges are requested within 2 weeks by wire transfer to the contractor. In case of payment delay we reserve the right to disable any access to the Cloud service, calculate delay interest of 9.5%, handling fees of 250, - EUR and to reclaim any agreed discounts.

#### 4. Individual changes

The contractor agrees to do individual programming if the client requests individual new features, provided such changes make technically sense ("Development partnership"). In every case prior starting with implementations an estimation for duration and costs will be delivered by the contractor and need to be signed by the client. After finalization of programming charges will be billed on an hourly rate, based on the previous estimation. Coding efforts below half an hour are never charged. The copyright of the code will always remain at the contractor. In case of any input which led to enhancements of the system the client is not allowed for legal claims.

#### 5. Support

The contractor offers support for the event office for 2<sup>nd</sup> and 3<sup>rd</sup> level support, on a best effort base (working days between 9am and 5 pm): a) **online** by Skype (preferred) or Telephone or b) **offline** by Email or our ticket system. Support for users of Online Registry (1<sup>st</sup> level support) is done by the event office. Response time for a first answer for questions should not exceed 48 hours. During critical periods (48 hours prior submission deadlines, early bird deadlines and event start) the response time should not exceed 4 working hours. Critical incidents should always be reported by telephone AND email to our ticket system (support@online-registry.net). Maintenance windows for non-critical incidents (regular updates, etc.) will always be on Friday afternoon (2-5 pm CET), for critical incidents daily noon (12am-2pm CET). In case of any critical incidents or additional necessary windows of technical maintenance, announcements are sent to the client and to the event office.

### 6. Liability

OR is tested according to our best knowledge and has been stable for years of service. The ease of use is constantly being improved. Software errors can nevertheless not be ruled out. If errors are known, the Contractor shall be informed using the support path. A troubleshooting is performed with high priority. Regardless of the Error class, usability or resulting system shutdowns or problems of acceptance, any liability claim of the client by the contractor is excluded.

# 6. Hardware and network infrastructure

OR is running as a Cloud Service on a modern, professionally managed server farm, consisting of separate, optimized and powerful servers for web, database and mail. The infrastructure is hosted in a professional and well known datacentre in Germany, which is connected to the internet via several international backbones. Backups are made at least daily and kept 2 months back online. After every particular event, the client receives an archive of the data.

### 7. Post event procedure

OR reset will be automatically done after 3 months after the event. User data, mass mails and reviewer roles are stored persistently to re-use it for the next event.

### 8. Privacy

The contractor declares that collected user data will not be used data in any cases for own purposes without the explicit consent of the client. The client accepts that all submissions are stored persistently for usage by our plagiarism detection service.

## 9. Termination

This agreement will terminate 3 months after the event.

# 10. Severability clause

If any provision of this agreement is prohibited by law, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.