

## TERMS AND CONDITIONS

### "MYWAY BY BTU"

#### § 1 APPLICABILITY

These terms and conditions apply to the use of all services of BTU Business Travel Unlimited Reisebüroges.m.b.H., Stella-Klein-Löw-Weg 13, OG3, A-1020 Vienna (hereinafter referred to as "BTU") related to the use of mobile services offered under the name "My Way by BTU" either in form of access to a multitenant travel port on the internet or via an application installed on the client's mobile terminals.

#### § 2 SUBJECT

**2.1** Subject of this contract is the service delivery in the area of web, e-mail and mobile services to the customer, which may also be offered as fee-based services. Primarily, it includes services for the improvement of the information flow and the facilitation at business travels by the prompt transmission of travel-relevant data using different sources and media.

**2.2** Services in the area of web are different services of the web access "MyAccount", like for example the registration of an account, the import and presentation of bookings as well as the creation or processing of trips by the customer or persons appointed by him (so-called supporters, or third party bookers).

**2.3** Services in the area of e-mail comprise all services which are provided via e-mail, like for example the processing of booking confirmations forwarded by the customer, electronic tickets, the mailing of trip itineraries or the provision of travel-relevant information.

**2.4** Services in the area of mobile services are different services within the mobile application, like for example the presentation of the trip itinerary, display of delay notifications, safety instructions, check-in links, weather data etc. The use of these services requires a valid Internet connection and a power supply of the mobile terminal, all at the customer's risk.

**2.5** The fulfillment of contractual obligations of these services requires the processing of various information and personal data, in particular booking data (such as name, telephone number and e-mail of the traveller, as well as forwarded travel history, booking code, flight number, dates, flight route, customer number etc.) . The regulations and complete information on data protection is presented in a detailed data protection information, which is accessible at [www.btu.at/datenschutz](http://www.btu.at/datenschutz). The customer expresses his explicit consent to the processing of this data for the exclusive provision of these services and in consideration of the contractual conditions defined in the privacy statement.

**2.6** Provided that the data is the customer's own data or data of third parties, BTU assumes no liability for the type of content or the accuracy of the information. Any kind of liability relating to the content or the accuracy of such data is therefore excluded.

**2.7** With the conclusion of the contract, the customer places the explicit order for the provision of this service and entitles BTU to gather information about the itinerary on behalf of the customer and to inform third parties (e.g. travel management, travel agency, airline etc.) if necessary to perform the contractual services.

#### § 3 CONCLUSION OF CONTRACT

**3.1** The contract between BTU and the customer is deemed concluded as soon as the customer registers with BTU or opens a web page which belongs to the service offer or if he downloads an application on a mobile terminal and uses it.

**3.2** By registering, the customer agrees to the terms and conditions as well as to the privacy statement.

## § 4 COSTS

**4.1** In general, the use of the application and of the web portal MyAccount is free of charge. However, BTU reserves the right to offer currently free provided contents as fee-based services in the future.

**4.2** The customer bears all costs that arise from the transportation of the data by third parties, especially the costs for mobile communication services such as the download of information on the mobile end device.

## § 5 OBLIGATIONS OF THE CUSTOMER, PROTECTION OF THIRD-PARTY RIGHTS

**5.1** The services provided by BTU are subject to diverse rights such as competition law, copyright and trademark law. All copyrights shall be reserved. The customer is most of all not allowed to copy, edit, distribute or publish the services received, unless it is expressly permitted. The customer indemnifies BTU from any claims for damages that are made by the suppliers against BTU due to misuse by the customer. The compensation also includes costs of the legal representation.

**5.2** The respective customer account cannot be viewed by BTU. The customer is responsible in his own interest for the protection of all passwords that have been provided to him by the service and he guarantees that unauthorized third parties have no access to the passwords. The password must contain at least 8 symbols and at least 1 number. BTU accepts no liability for any unauthorized or abusive use of the access data.

## § 6 ADDITIONAL PROVISIONS FOR SELECTED SERVICES

**6.1** In addition to the ticket barcode available within the application, the customer undertakes to carry an identity document and a valid ticket for journeys with barcode or QR code tickets. BTU does not accept any warranty for the acceptance of the ticket barcode available in the app by the respective supplier or that a mobile terminal is suitable for digital ticket issuance.

## § 7 GUARANTEE

**7.1** For the provision of its services, BTU uses the security technology corresponding to the respective state of the art (e.g. encryption, password protection) in an economic reasonable scope.

**7.2** BTU offers its services “as delivered” and strives for updates, maintenance and functionality in an appropriate manner. BTU accepts no liability for any typographical or printing errors or for the topicality, correctness, completeness or quality of the information provided online, unless damage was caused in this connection by BTU or one of its vicarious agents (§ 1313a ABGB) through gross negligence or intent.

**7.3** BTU assumes no guarantee with regard to technical deficiencies, proper service performance or continuous functionality of the system or service.

**7.4** For fee-based services, BTU ensures that the service substantially has the agreed quality but does not guarantee (i) the correct and interruption-free service delivery as well as (ii) the functionality of the service in combination with all contents, applications or systems of the client or with any other hardware and software or systems and data. Furthermore, the customer accepts that BTU does not control the online data transmission. Therefore, the service could possibly be exposed to restrictions, delays and other problems. BTU is not responsible for any delays or other damages which arise due to such problems.

## § 8 DATA PROTECTION

**8.1** The customer is aware that it is necessary that personal data is processed by BTU for the performance of the contract and the contract initiation and that such processing is lawful pursuant to Art. 6 para. 1 lit. b of Regulation (EU) 2016/679 (DSGVO). For further information, please refer to the data protection information available at [www.btu/datenschutz](http://www.btu/datenschutz), which is also brought to the attention of the customer during registration. BTU is responsible for checking and complying with the data protection regulations which apply to the collection, processing and use of its data as part of the Service and to protect the rights of accessibility information, correction, blocking and deletion of the affected parties.

## § 9 LIABILITY

**9.1** BTU does not assume liability for the topicality, completeness or accuracy of transmitted information of third parties, especially not for information concerning delays or cancellations of flights or trains.

**9.2** BTU does not assume liability for the prompt and correct technical transmission of information of third parties, especially not for information concerning or cancellations of flights or trains.

**9.3** BTU does not assume any procurement risk for the offered services. Therefore, BTU reserves the right to change the product range at any time. Delays or suspension of delivery due to non-delivery of the suppliers are therefore not attributable to BTU.

**9.4** BTU assumes no responsibility for the contents of linked pages. However, if BTU takes notice of a linked page that contains objectionable content, BTU will examine the situation and remove the link immediately.

**9.5** Claims for damages of the customers due to missing or impaired availability of the contents on the App or due to a general interruption of the availability of the App, in particular due to technical defects, updates not carried out by the customers or due to reasons which are beyond BTU's control, are excluded.

**9.6** BTU has no access to the terms of use or General Terms and Conditions of the providers of the aforementioned operating systems. It is pointed out that costs (also roaming costs) arise from the reception of data packets, which depend on the respective conditions of the mobile phone provider.

## § 10 FINAL PROVISIONS

**10.1** If a provision of this contract is invalid or not enforceable or if it becomes invalid or if this contract has a gap, the left provisions of this contract remain effective and enforceable. The gap or the invalid or not enforceable provision is to be replaced by a regulation that most closely approximates the intended commercial purpose of the contracting parties.

**10.2** These General Terms and Conditions supplement the General Booking Conditions (GTC BTU 2024) relating to the use of the mobile services offered under the name "My Way by BTU". If general provisions of these General Terms and Conditions conflict with general provisions of the ABB, these shall take precedence over the provisions of the Terms and Conditions.

**10.3** As far as contracts are concluded with consumers within the meaning of the Consumer Protection Acts (Konsumentenschutzgesetz – KSchG), mandatory statutory provisions shall take precedence over these General Terms and Conditions.

**10.4** For all purposes, the German language version of this Terms and Conditions shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this German language version of these Terms and Conditions and any subsequent translation into any other language, this German language version shall govern and control.

**10.5** This contractual relationship is subject to Austrian law with the exclusion of the conflict of laws and the UN sales law.

**10.6** Place of jurisdiction for all disputes arising from this contract is the registered office of BTU.

**10.7** Verbal agreements are invalid. Changes in any manner must be in written form.

### **CUSTOMER SERVICE**

If you have any questions, please contact our customer service.  
Send an e-mail to [office@btu.at](mailto:office@btu.at) or write to us at the address below:

**BTU Business Travel Unlimited Reisebüroges.m.H.  
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