

Data protection information

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GENERAL PRIVACY POLICY

1. General information

1.1. Responsible

Silicon Alps Cluster GmbH
Europastraße 12
Villach 9524
Austria

1.2. Scope of processing

As a matter of principle, we process personal data of our users only to the extent necessary to provide a functional website and our contents and services. The processing of personal data of our users regularly only takes place with the user's consent. An exception is made in cases where prior consent cannot be obtained for factual reasons and the processing of data is permitted by legal regulations.

1.3. Legal basis

Insofar as we obtain the consent of the data subject for the processing of personal data, Art. 6 para. 1 lit. a EU Data Protection Basic Regulation (DSGVO) serves as the legal basis.

In the processing of personal data necessary for the performance of a contract to which the data subject is a party, Article 6 paragraph 1 letter b DPA serves as the legal basis. This also applies to processing operations necessary for the performance of pre-contractual measures.

Insofar as the processing of personal data is necessary to fulfil a legal obligation to which our company is subject, Art. 6 para. 1 lit. c DSGVO serves as the legal basis.

In the event that vital interests of the data subject or another natural person make it necessary to process personal data, Art. 6 para. 1 lit. d DSGVO serves as the legal basis.

If the processing is necessary to safeguard a legitimate interest of our company or of a third party and if the interests, fundamental rights and freedoms of the data subject do

not outweigh the former interest, Article 6 paragraph 1 lit. f DSGVO serves as the legal basis for the processing.

1.4. Data deletion and storage duration

The personal data of the person concerned will be deleted or blocked as soon as the purpose of the storage no longer applies. Furthermore, data may be stored if this has been provided for by the European or national legislator in EU ordinances, laws or other regulations to which the person responsible is subject. Data will also be blocked or deleted when a storage period prescribed by the above-mentioned standards expires, unless there is a need to continue storing the data for the purpose of concluding or fulfilling a contract.

2. Website

2.1. Scope of data processing

Our website processes the data assigned to your computer which are listed below. This is done in order to transmit the contents of our website that you call up to your computer (e.g. texts, images as well as files made available for download, etc.) We also process this data to detect and track misuse. The data is stored in log files to ensure the functionality of the website. In addition, the data is used to optimise the website and to ensure the security of our information technology systems. An evaluation of the data for marketing purposes does not take place in this context.

- Information about the browser type and version used
- The user's operating system
- The Internet service provider of the user
- The IP address of the user
- Date and time of access
- Websites from which the user's system accesses our website
- Websites that are accessed by the user's system via our website

2.2. Legal basis of the data processing

The legal basis for the temporary storage of data and log files is Art. 6 para. 1 lit. f DSGVO.

2.3. Purpose of processing

The temporary storage of the IP address by the system is necessary to enable the website to be delivered to the user's computer. For this purpose, the user's IP address must be stored for the duration of the session.

The storage in log files is done to ensure the functionality of the website. In addition, the data is used to optimize the website and to ensure the security of our information technology systems. An evaluation of the data for marketing purposes does not take place in this context.

These purposes also include our legitimate interest in data processing in accordance with Art. 6 para. 1 lit. f DSGVO.

2.4. Duration of storage

The data will be deleted as soon as they are no longer necessary for the purpose of their collection. In the case of the collection of data for the provision of the website, this is the case when the respective session has ended.

In the case of data storage in log files, this is the case after seven days at the latest. Storage beyond this period is possible. In this case the IP addresses of the users are deleted or alienated, so that an assignment of the calling client is no longer possible.

2.5. Possibility of opposition and removal

The collection of data for the provision of the website and the storage of the data in log files is mandatory for the operation of the website. There is therefore no possibility of objection on the part of the user.

3. Use of Cookies

3.1. Scope of data processing

Our website uses cookies. Cookies are text files that are stored in or by the Internet browser on the user's computer system. If a user calls up a website, a cookie can be stored on the user's operating system. This cookie contains a characteristic string of characters that allows the browser to be uniquely identified when you return to the website.

We use cookies to make our website more user-friendly. Some elements of our website require that the calling browser can be identified even after a page change.

We also use cookies on our website, which enable an analysis of the surfing behaviour of the users.

3.2. Legal basis

The legal basis for the processing of personal data using cookies is Art. 6 para. 1 lit. f DSGVO.

The legal basis for the processing of personal data using technically necessary cookies is Art. 6 para. 1 lit. f DSGVO.

The legal basis for the processing of personal data using cookies for analysis purposes is Art. 6 para. 1 lit. a DSGVO if the user has given his/her consent to this effect.

3.3. Purpose of processing

The purpose of using technically necessary cookies is to simplify the use of websites for users. Some functions of our website cannot be offered without the use of cookies. For these it is necessary that the browser is recognized even after a page change.

The user data collected through technically necessary cookies is not used to create user profiles.

The analysis cookies are used for the purpose of improving the quality of our website and its contents. The analysis cookies enable us to find out how the website is used and thus to constantly optimise our offer.

These purposes also include our legitimate interest in the processing of personal data in accordance with Art. 6 para. 1 lit. f DSGVO.

3.4. Duration of storage, objection and elimination possibility

Cookies are stored on the user's computer and transmitted by the user to our site. Therefore, you as a user also have full control over the use of cookies. By changing the settings in your Internet browser, you can deactivate or restrict the transmission of cookies. Cookies already stored can be deleted at any time. This can also be done automatically. If cookies for our website are deactivated, it is possible that not all functions of the website can be used to their full extent.

4. Newsletter

4.1. Scope of processing

On our website you have the possibility to subscribe to a free newsletter. When registering for the newsletter, the data from the input mask is transmitted to us.

In addition, the following data is collected during registration:

- First Name
- Last Name
- Email
- Company Name
- Position
- Telephone Number

The additional data actually collected must be provided. This can be for example:

- IP address of the calling computer
- Date and time of registration

For the processing of the data, your consent will be obtained during the registration process and reference will be made to this privacy policy.

In connection with the data processing for the dispatch of newsletters, the data will not be passed on to third parties. The data will be used exclusively for sending the newsletter.

4.2. Legal basis

The legal basis for the processing of data after registration for the newsletter by the user is Art. 6 para. 1 lit. a DSGVO if the user has given his consent.

4.3. Purpose of processing

The collection of the user's e-mail address is used to deliver the newsletter. The collection of other personal data during the registration process serves to prevent misuse of the services or the e-mail address used.

4.4. Duration of storage

The data will be deleted as soon as they are no longer necessary for the purpose of their collection. The user's e-mail address is therefore stored as long as the subscription to the newsletter is active.

The other personal data collected during the registration process are usually deleted after a period of seven days.

4.5. Objection and elimination possibility

The subscription to the newsletter can be cancelled by the user concerned at any time. For this purpose there is a corresponding link in every newsletter.

This also enables a revocation of the consent to store the personal data collected during the registration process.

5. Newsletter for the event-series Digitaldialog

5.1. Scope of processing

On our website you have the possibility to subscribe to a free newsletter for the event-series Digitaldialog. When registering for the Digitaldialog-newsletter, the data from the input mask is transmitted to us.

In addition, the following data is collected during registration:

- First Name
- Last Name
- Email
- Company Name
- Position
- Telephone Number

The additional data actually collected must be provided. This can be for example:

- IP address of the calling computer
- Date and time of registration

For the processing of the data, your consent will be obtained during the registration process and reference will be made to this privacy policy.

In connection with the data processing for the dispatch of newsletters, the data will not be passed on to third parties. The data will be used exclusively for sending the Digitaldialog-newsletter.

In connection with the data processing, the data will be passed on to third parties.

The data will be used exclusively for sending the newsletter, for the registration, booking and registration process of the respective event (for the purpose of processing the event) and for sending electronic mail for information and advertising purposes of the organizers of the Digital Dialog.

The data will be forwarded to the following third parties, the so-called organizers of the Digitaldialog:

- [Campus02 University of Applied Sciences](#),
- [JOANNEUM RESEARCH Forschungsgesellschaft mbH](#),
- [IT COMMUNITY STYRIA](#),
- [Carinthian University of Applied Sciences](#)

5.2. Legal basis

The legal basis for the processing of data after registration for the Digitaldialog-newsletter by the user is Art. 6 para. 1 lit. a DSGVO if the user has given his consent and/or the consent or legitimate interest of the user according to Art. 6 para. 1 letter f DSGVO.

5.3. Purpose of processing

The collection of the user's data serves the purpose of sending the Digitaldialog newsletter, handling the registration, booking and registration process for the respective event, and sending electronic mail for information and advertising purposes of the organizers. The collection of other personal data during the registration process serves to prevent misuse of the services or the e-mail address used.

5.4. Duration of storage

The data will be deleted as soon as they are no longer necessary for the purpose of their collection. The user's e-mail address is therefore stored as long as the subscription to the newsletter is active.

The other personal data collected during the registration process are usually deleted after a period of seven days.

5.5. Objection and elimination possibility

The subscription to the newsletter can be cancelled by the user concerned at any time. For this purpose there is a corresponding link in every newsletter.

This also enables a revocation of the consent to store the personal data collected during the registration process.

6. Webanalysis

6.1. Scope of processing

This website uses Google Analytics, a web analysis service of Google Inc, (1600 Amphitheatre Parkway Mountain View, CA 94043, USA; "Google"). The use includes the operating mode "Universal Analytics". This makes it possible to assign data, sessions and interactions across multiple devices to a pseudonymous User ID and thus to analyze the activities of a user across devices.

Google Analytics uses so-called "cookies", text files which are stored on your computer and which enable an analysis of your use of the website. The information generated by the cookie about your use of this website is usually transferred to a Google server in the USA and stored there.

However, in the event that IP anonymisation is activated on this website, your IP address will be shortened by Google within member states of the European Union or in other states which are parties to the Agreement on the European Economic Area before this happens. Only in exceptional cases will the full IP address be transferred to a Google server in the USA and shortened there. The IP address transmitted by your browser within the scope of Google Analytics is not merged with other Google data.

6.2. Legal basis

The legal basis for the processing of users' personal data is Art. 6 para. 1 letter f DSGVO.

6.3. Purpose of processing

On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile reports on website activities and to provide further services to the website operator in connection with website and internet use.

The processing of the personal data of users enables us to analyse the surfing behaviour of our users. By evaluating the data obtained, we are able to compile information on the use of the individual components of our website. This helps us to constantly improve our website and its user-friendliness.

These purposes are also our legitimate interest in data processing. The legal basis for the use of Google Analytics is § 15 Abs.3 TMG and Art. 6 Abs. 1 lit. f DSGVO

By making the IP address anonymous, the interest of the users in their protection of personal data is sufficiently taken into account.

6.4. Duration of storage

Sessions and campaigns are terminated after a certain period of time. By default, sessions end after 30 minutes of inactivity and campaigns end after six months. The maximum time limit for campaigns is two years. For more information on terms of use and privacy, please visit <https://www.google.com/analytics/terms/de.html> or <https://policies.google.com/?hl=de>.

6.5. Objection and elimination possibility

You can refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also prevent the collection of data generated by the cookie and related to your use of the website (including your IP address) to Google and the processing of this data by Google by downloading and installing the [browser add-on \(anonymizeIP\)](#). Opt-out cookies prevent the future collection of your data when visiting this website. To prevent Universal Analytics from collecting data across multiple devices, you must opt-out on all systems in use. Click here to set the opt-out cookie: [Disable Google Analytics](#).

7. Social Media Plugins

7.1. Scope of processing

Our website uses so-called social plugins ("plugins") from the social networks Facebook and Google+ and the microblogging service Twitter. These services are offered by the companies Facebook Inc., Google Inc. and Twitter Inc.

Facebook is operated by Facebook Inc, 1601 S. California Ave, Palo Alto, CA 94304, USA ("Facebook"). An overview of the Facebook plugins and their appearance can be found here: <https://developers.facebook.com/docs/plugins>

Google+ is operated by Google Inc, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google"). An overview of Google's plugins and their appearance can be found here: <https://developers.google.com/+web/>

Twitter is operated by Twitter Inc, 1355 Market St, Suite 900, San Francisco, CA 94103, USA ("Twitter"). An overview of the Twitter buttons and their appearance can be found here: https://about.twitter.com/en_us/company/brand-resources.html

To increase the protection of your data when visiting our website, the plugins are integrated into the page by means of a so-called "2-click solution". This integration ensures that when you call up a page of our website containing such plugins, no connection is yet established with the servers of Facebook, Google and Twitter. Only when you activate the plugins and thus give your consent to the data transfer, does your browser establish a direct connection to the servers of Google, Facebook or Twitter. The content of the respective plugin is then transmitted directly to your browser by the respective provider and integrated into the page. Through the integration of the plugins, the providers receive the information that your browser has called up the corresponding page of our website, even if you do not have a profile with the corresponding provider or are not logged in. This information (including your IP address) is transmitted by your browser directly to a server of the respective provider in the USA and stored there.

We therefore have no influence on the extent of the data that Facebook, Google and Twitter collect with the help of this plugin and therefore inform the users according to our state of knowledge.

7.2. Legal basis

The legal basis for the processing of users' personal data is Art. 6 para. 1 letter f DSGVO.

Facebook is certified under the Privacy Shield Agreement and thus offers a guarantee of compliance with European data protection law (<https://www.privacyshield.gov/participant?id=a2zt0000000GnywAAC&status=Active>).

7.3. Purpose of processing

We use this service for the purpose of analysis, optimization and economic operation of our online offer.

The purpose and scope of the data collection and the further processing and use of the data by Facebook, Google and Twitter, as well as the relevant rights and setting options for the protection of the privacy of the users, may be subject to the data protection information of

Facebook <https://www.facebook.com/about/privacy/>

Google <https://policies.google.com/privacy?hl=de>

and Twitter <https://twitter.com/de/privacy>

from the container.

7.4. Duration of processing

See corresponding privacy agreements of Facebook, Google and Twitter.

7.5. Objection and elimination possibility

If a user is a Facebook member and does not want Facebook to collect data about him/her via this online offer and link it with his/her membership data stored on Facebook, he/she must log out of Facebook before using our online offer and delete his/her cookies. Further settings and objections to the use of data for advertising purposes are possible within the Facebook profile settings: <https://www.facebook.com/settings?tab=ads> or via the US site <http://www.aboutads.info/choices/> or the EU site <http://www.youronlinechoices.com/>. The settings are platform-independent, i.e. they are adopted for all devices, such as desktop computers or mobile devices.

If you do not want Facebook to assign the data collected via our website directly to your Facebook profile, you must log out of Facebook before visiting our website. You can also completely prevent the loading of the Facebook plugins with add-ons for your browser, e.g.

for Mozilla Firefox:

<https://addons.mozilla.org/de/firefox/addon/facebook-blocker/>

for Opera:

<https://addons.opera.com/de/extensions/details/facebook-blocker/?display=en>

for Chrome:

<https://chrome.google.com/webstore/detail/facebookblocker/chlhacbfddknadmnmjmkdobipdpjakmc?hl=de>

8. Rights of data subjects

The following list includes all rights of the persons concerned under the DSGVO. Rights that are not relevant to your own website do not need to be mentioned. In this respect, the list may be shortened.

If personal data is processed by you, you are a data subject within the meaning of the DSGVO and you are entitled to the following rights in relation to the person responsible:

8.1. Right of information

You can request confirmation from the person responsible as to whether personal data concerning you is being processed by us.

If such processing is carried out, you may request information from the controller on the following:

- (1) the purposes for which the personal data are processed
- (2) the categories of personal data which are processed;
- (3) the recipients or categories of recipients to whom the personal data concerning you have been or will be disclosed;
- (4) the planned duration of storage of the personal data relating to you or, if it is not possible to give specific details, criteria for determining the duration of storage;
- (5) the existence of a right of rectification or erasure of personal data concerning you, a right to have the processing limited by the controller or a right to object to such processing;
- (6) the existence of a right of appeal to a supervisory authority;
- (7) any available information as to the source of the data, where the personal data are not collected from the data subject;
- (8) the existence of automated decision-making, including profiling, in accordance with Art. 22 (1) and (4) DPA and - at least in these cases - meaningful information on the logic involved and the scope and intended effects of such processing on the data subject.

You have the right to request information as to whether personal data concerning you is transferred to a third country or to an international organisation. In this context, you may request to be informed of the appropriate guarantees pursuant to Art. 46 DSGVO in connection with the transfer.

In the event of data processing for scientific, historical or statistical research purposes:

This right of information may be limited to the extent that it is likely to make the realisation of the research or statistical purposes impossible or to seriously impair them and the limitation is necessary for the fulfilment of the research or statistical purposes.

8.2. Right of rectification

You have the right to obtain from the data controller the rectification and/or integration of any personal data processed concerning you if it is incorrect or incomplete. The data controller shall make the correction without delay.

In case of data processing for scientific, historical or statistical research purposes:

Your right of rectification may be limited to the extent that it is likely to make it impossible or seriously hinder the achievement of the research or statistical purposes and the limitation is necessary for the achievement of the research or statistical purposes.

8.3. Right to restrict processing

You may request the restriction of the processing of personal data concerning you under the following conditions:

- (1) if you dispute the accuracy of the personal data concerning you for a period of time that allows the controller to verify the accuracy of the personal data;
- (2) the processing is unlawful and you object to the deletion of the personal data and request instead the restriction of the use of the personal data;
- (3) the controller no longer needs the personal data for the purposes of the processing, but you need it in order to assert, exercise or defend legal claims, or
- (4) if you have lodged an objection to the processing pursuant to Art. 21 Par. 1 DPA and it is not yet clear whether the legitimate reasons of the controller outweigh your reasons.

If the processing of personal data relating to you has been restricted, such data, apart from being stored, may be processed only with your consent or for the purpose of asserting, exercising or defending legal claims or protecting the rights of another natural or legal person or on grounds of an important public interest of the Union or a Member State.

If the restriction of processing has been restricted in accordance with the above conditions, you will be informed by the controller before the restriction is lifted.

When processing data for scientific, historical or statistical research purposes:

Your right to restrict processing may be limited to the extent that it is likely to make it impossible or seriously hamper the achievement of the research or statistical purposes and the restriction is necessary for the achievement of the research or statistical purposes.

8.4. Right of deletion

a) **Cancellation obligation**

You may request the controller to delete the personal data concerning you without delay and the controller is obliged to delete such data without delay if one of the following reasons applies:

- (1) The personal data concerning you are no longer necessary for the purposes for which they were collected or otherwise processed.
- (2) You revoke your consent on which the processing was based pursuant to Art. 6 para. 1 lit. a or Art. 9 para. 2 lit. a DSGVO, and there is no other legal basis for the processing.
- (3) You object to the processing in accordance with Art. 21 Par. 1 DSGVO and there are no overriding legitimate reasons for the processing, or you object to the processing in accordance with Art. 21 Par. 2 DSGVO.
- (4) The personal data concerning you were processed unlawfully.
- (5) The deletion of personal data concerning you is necessary to comply with a legal obligation under Union or national law to which the controller is subject.
- (6) The personal data concerning you have been collected in relation to the information society services offered, in accordance with Article 8, paragraph 1, DSGVO.

b) Information to third parties

If the controller has made public the personal data concerning you and is obliged to delete them in accordance with Art. 17 para. 1 DPA, he/she shall take appropriate measures, including technical measures, taking into account available technology and implementation costs, to inform data controllers who process the personal data that you, as a data subject, have requested them to delete all links to these personal data or copies or replications of these personal data.

c) Exceptions

The right to deletion does not exist insofar as the processing is necessary

- (1) on the exercise of freedom of expression and information;
- (2) to comply with a legal obligation requiring processing under Union or national law to which the controller is subject or to carry out a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (3) for reasons of public interest in the field of public health pursuant to Art. 9 para. 2 lit. h and i and Art. 9 para. 3 DSGVO;
- (4) for archiving, scientific or historical research purposes in the public interest or for statistical purposes in accordance with Art. 89 Para. 1 DSGVO, insofar as the law referred to in section a) is likely to render impossible or seriously prejudice the attainment of the objectives of such processing, or
- (5) to assert, exercise or defend legal claims.

8.5. Right to information

If you have exercised the right to rectify, erase or limit the processing, the controller is obliged to notify all recipients to whom the personal data concerning you have been disclosed of this rectification, erasure or limitation of processing, unless this proves impossible or involves a disproportionate effort.

You have the right to be informed of these recipients by the controller.

8.6. Right to data transferability

You have the right to receive the personal data concerning you that you have provided to the data controller in a structured, common and machine-readable format. You also have the right to have this data communicated to another person in charge without interference from the person in charge to whom the personal data has been made available, provided that

- (1) the processing is based on a consent pursuant to Art. 6 para. 1 letter a DSGVO or Art. 9 para. 2 letter a DSGVO or on a contract pursuant to Art. 6 para. 1 letter b DSGVO and
- (2) the processing is carried out using automated procedures.

In exercising this right, you also have the right to obtain that the personal data concerning you be transferred directly from one controller to another controller, in so far as this is technically feasible. The freedoms and rights of other persons must not be affected by this.

The right to data portability shall not apply to processing of personal data necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

8.7. Right of objection

You have the right to object at any time, for reasons arising from your particular situation, to the processing of personal data concerning you which is carried out pursuant to Article 6, paragraph 1, letters e or f of the DPA.

The controller shall no longer process the personal data concerning you unless he can demonstrate compelling legitimate reasons for processing which outweigh your interests, rights and freedoms, or for the purpose of asserting, exercising or defending legal claims.

Where the personal data concerning you are processed for the purpose of direct marketing, you have the right to object at any time to the processing of personal data concerning you for the purpose of such marketing.

If you object to processing for direct marketing purposes, the personal data concerning you will no longer be processed for these purposes.

Notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection in connection with the use of Information Society services by means of automated procedures using technical specifications.

8.8. Right of revocation of the declaration of consent under data protection law

You have the right to revoke your data protection declaration of consent at any time. The revocation of your consent does not affect the lawfulness of the processing that has taken place on the basis of your consent until the revocation.

8.9. Right of appeal to a supervisory authority

Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority, in particular in the Member State in which you are domiciled, your place of work or the place where the alleged infringement occurred, if you consider that the processing of personal data relating to you is in breach of the DPA.

The supervisory authority to which the complaint has been lodged shall inform the complainant of the status and outcome of the complaint, including the possibility of a judicial remedy under Art. 78 DSGVO.

GENERAL TERMS & CONDITIONS CONCERNING THE USE OF THE INNOVATIONPLATFORM

<https://innovation.silicon-alps.at/>

1. General

1.1

Silicon Alps Cluster GmbH (hereinafter referred to as "Silicon Alps") enables the use of all services offered on <https://innovation.silicon-alps.at/> (hereinafter referred to as "platform") on the basis of these General Terms and Conditions (GTC). They regulate the relationship between Silicon Alp Cluster as operator of the platform services and non-registered or registered users.

1.2

The GTC apply to all contents, functions and other services (hereinafter referred to as "applications" or "services") provided by Silicon Alps on the platform. For certain applications, additional conditions may be agreed upon with the user, if necessary.

1.3

The use of certain applications within the platform - in particular those that require the acceptance of additional terms and conditions or a separate agreement - may be restricted to certain users and/or user groups.

2. Use of the services on the platform

2.1

The platform can be used on customer request with the help of a /public page without and by default with registration. With registration, the user has access to extended applications. Only natural persons with unlimited legal capacity are permitted to use the platform.

2.2

Each user may only register once on the platform and assures with the registration that he/she is not yet a member of the platform.

2.3

The registration for the platform starts with a registration form. The user must provide the data requested there completely and correctly, if and to the extent that this is not marked as voluntary information. It is prohibited to register an account with foreign or otherwise incorrect information.

2.4

The platform will immediately confirm receipt of the data transmitted with the registration by e-mail to the e-mail address provided by the user during registration. The

registration has been successfully completed when the user confirms this by means of the link sent to him/her. The contract for the use of the platform between the user and the platform is only concluded when this (activation) link is called up.

2.4.1

After the successful completion of the registration, the user has the possibility to use the platform via the login area. For this purpose, the selected user name and the password determined by the user must be entered.

2.4.2

If the registration is not completed, Silicon Alps will delete the account, as well as the information provided until then.

2.5

There is no claim to the conclusion of a contract of use. Silicon Alps may refuse a registration without giving reasons. In this case Silicon Alps shall immediately delete the data provided by the user with the registration form.

2.6

The identification of persons on the Internet is only possible to a limited extent. Therefore, Silicon Alps cannot exclude with certainty that false contact data will be stored during registration. Silicon Alps does not guarantee the actual identity of a user; a user shall convince himself/herself of the identity of another user.

2.7

With a registration at <https://innovation.silicon-alps.at/> the user gains access to <https://innovation.silicon-alps.at/>.

3. Termination

3.1

If a user no longer wishes to use the platform, he/she may terminate the user contract at any time without giving reasons and without observing any deadlines. The termination must be sent by e-mail to supportplattform@innovation.at, stating the e-mail address last used for using the platform.

3.2

Silicon Alps may also terminate the user contract with a user at any time - with a notice period of fourteen days at the end of each month. The right to terminate the contract for good cause or to block a user according to the provisions of **section 6 of these GTC** ("Sanctions and other consequences of violations by users") shall remain **unaffected**.

3.3

With the successful termination: the user's account, all personal data as well as all generated and stored contents of the user will be permanently deleted.

The data which the user has made publicly accessible via the platform before termination (e.g. within a competition, ideas or submissions) or on content created by other users (e.g. within a competition, feedback) will remain accessible after deactivation - however, this will not include the name (the user name will be made unrecognizable in the form of "grey out"). Personal data can therefore no longer be viewed.

4. Subject of the contract

4.1

Various applications are available to the user via the platform. These applications are in particular

- The provision of so-called profiles (My Area).
- The use of the personal creativity environment (consisting of the areas "Competitions", "My ideas", "Team members").
- Functions for setting data and content (e.g. texts, images, graphics) that may be visible to all users and/or only to certain user groups of the platform. (My ideas).
- The provision of functions for communication with third parties (e.g. sending notifications via the contact form) (My messages).
- The provision of functions for the purpose of networking the users of the platform. (team members, groups).
- Functions for displaying data and content - e.g. texts, images (My ideas).
- Participation in idea competitions via the platform, whereby "idea competition" is understood to mean a task advertised on the platform for which ideas can be submitted. (competitions).

4.2

Silicon Alps strives to continuously develop the platform and the services offered on it. In the course of these developments the platform as well as individual applications will be improved and/or extended. Nevertheless, the maximum amount of data to be stored per user remains limited.

4.3

The right to use the platform and the applications exists only within the framework of the current state of the art. Silicon Alps reserves the right to extend, change, limit and improve the services offered. The services of Silicon Alps may be affected by unforeseeable or extraordinary circumstances beyond the control of Silicon Alps, as well as by necessary technical measures. Silicon Alps shall take into account the legitimate interests of the users. Such disturbances and limitations shall be removed by Silicon Alps as soon as possible and shall not constitute a defect in performance subject to warranty.

4.4

Silicon Alps reserves the right to place third party content and applications (hereinafter referred to as "Third Party Content") on the platform. Silicon Alps shall draw the attention of users to such third party content via the platform by means of a corresponding notice.

5. User obligations

5.1

Registration on the platform

5.1.1

The password chosen during registration must be kept confidential and may not be disclosed to third parties. Silicon Alps employees will not ask users for their password at any time. Users are prohibited from enabling third parties to use the platform with external data. Users are obliged to inform Silicon Alps immediately if there is reason to suspect that a third party has knowledge of access data and/or misuses a user account.

5.1.2

Users commit themselves to correct later changes to their access data immediately in the settings of their account.

5.2

Post and publish content

5.2.1

Users are also responsible for the content (including texts, images, graphics and links) that they make accessible or distribute via the platform (in particular via the services offered). It is therefore the responsibility of the user to ensure that the respective content is lawful, and in particular that it does not violate applicable laws or infringe the rights of third parties.

5.2.2

It is forbidden to make content accessible or distribute via the platform (or via one of the services offered on it) if and to the extent that such content violates legal regulations, the rights of third parties or is immoral. Publications that violate applicable law are not permitted. The users themselves are responsible in every respect for any type of publication (data, information, images and the like) and its consequences. The user may only publish content to which he/she also holds the rights. For publications with reference to third parties, their consent is required. No commercial or political advertising may be published by users.

5.2.3

Racist, violent, politically extremist, sexist, discriminatory or otherwise offensive publications, as well as those which insult, defame, threaten or verbally belittle other persons, ethnic groups or religious beliefs are not permitted. Nude photos and

pornographic motifs or images of physical or sexual violence are not permitted. Equally prohibited are photographs of victims of acts of violence, victims of war or victims of natural disasters, the use of unconstitutional symbols and the depiction of motifs glorifying violence or depictions of acts of war.

5.2.4

Sensitive data may not be manually or automatically read, stored, processed, altered, transmitted, commercially exploited or otherwise misused for the purpose of obtaining data without consent. No profiles may be set up within the platform and no Internet pages may be set up that serve to read, store, edit, change, forward or otherwise abuse information from it. No viruses, links, programs or other methods may be used or distributed that violate the Silicon Alps General Terms and Conditions.

5.2.5

The disclosure and exchange of passwords, codes and serial numbers of any kind are not permitted on the platform. No technical attacks may be undertaken to change, misuse, delete or otherwise damage the data of individual users in whole or in part. Technical attacks on the Silicon Alps platform or the platform's database in any form are also prohibited.

5.2.6

Every registered user has the possibility of uploading an image file via the platform in order to add it to their own profile. Before uploading an image file, the user must ensure that he/she is entitled to the exclusive rights of use of the photo or file and that making the image file publicly accessible does not violate statutory provisions, morality and/or the rights of third parties. It is prohibited to upload image files on which exclusively or only among other things company, brand or other business signs or other protected signs are displayed.

5.2.7

If photographs are to be uploaded on which, in addition to the user himself/herself, one or more other persons can be recognised, both the upload and the marking or linking of the image file may only be carried out if the consent of the third party or parties is available.

5.2.8

After an image file has been uploaded, the user who uploaded the file can remove or replace it at any time with effect for the future.

5.2.9

Silicon Alps reserves the right to remove image files and/or links to other users even without prior notice, if and to the extent that Silicon Alps has concrete indications that a public access via the platform violates legal regulations, morality and/or rights of third parties.

5.3

Use of content on the platform

5.3.1

With the exception of the cases permitted by law, the content accessible via the platform may not be copied, distributed or otherwise made publicly accessible without the consent of the respective rights owners. In this respect, the use of computer programs for the automatic reading of data, such as crawlers (alias Spider or Robot, in short: Bot), is also prohibited.

5.3.2

The user is obligated to take reasonable precautions to secure information that can be viewed via the platform and is stored by Silicon Alps according to the state of the art. It is therefore **incumbent upon the user to save** and/or print **important information** on suitable media - preferably at the end of each use of the platform or the service used - so that unrestricted access to the data is also possible independently of the platform.

5.3.3

Interference with the platform is prohibited. In particular, it is prohibited to take any measures that could lead to an excessive load on the platform (e.g. mass sending of notifications or messages [SPAM]) or to an unreasonable nuisance to other users.

5.3.4

Electronic attacks of any kind on the platform (including all hardware and software used to operate the platform) or on individual users are prohibited. Such electronic attacks include, among others, the measures listed below:

- Hacking attempts, i.e. attempts to overcome, circumvent or otherwise override the security mechanisms of the platform
- Applying and/or spreading viruses, worms, Trojan horses.
- Brute force attacks.
- Sending of unsolicited commercial messages (SPAM).
- Other measures or procedures that may interfere with the platform including all hardware and software used for the operation of the platform and/or may damage Silicon Alps or users.

6. Sanctions and other consequences in case of violations by users

6.1

Compliance with these General Terms and Conditions - in particular with the provisions under **Item 4** ("Subject matter of the contract") with the obligations of the users - is of considerable importance for the functioning of the platform. Therefore, Silicon Alps will impose sanctions against a user if and to the extent that Silicon Alps has concrete evidence that a user violates legal regulations, rights of third parties and/or

morality. In addition, Silicon Alps is entitled to remove incriminated content from the platform without prior notice.

6.2

When choosing the sanction to be imposed, Silicon Alps will consider the legitimate interests of the affected user in the decision and will also take into account, among other things, whether a misconduct has been committed through no fault of Silicon Alps or whether the violation was culpably committed. The following measures and sanctions come into consideration for Silicon Alps:

- Partial and complete deletion of contents of a user.
- Warning of a user.
- Restriction/limitation of the use of applications on the platform.
- Temporary blocking of a user.
- Permanent blocking of a user.

6.3

If a user has been blocked, he/she is prohibited from further use of the platform. In addition, a blocked user is prohibited from registering again on the platform.

7. Rewards or material and/or monetary prizes for the users of the platform

7.1

Right to a reward or compensation: Participation on the platform is at the user's own expense and risk. Neither Silicon Alps nor any customer of Silicon Alps (client of an idea contest) or any other user of the platform shall be entitled to any reward or compensation for the work performed, an order fulfilled or a work created by the user.

7.2

Reward: Companies as clients of idea contests can determine a reward which is paid out to the user(s) after the end of the idea contest by the commissioning company, provided that at least one idea project (hereinafter referred to as "idea") has been submitted which meets the expectations of the commissioning company. Commissioning companies have the right to distribute the reward to the submitted ideas at their discretion.

7.3

The submission of an idea does not give rise to any legal claim of any kind whatsoever, regardless of whether or not the idea was ultimately awarded a reward. Legal recourse is excluded.

8. Intellectual property

All intellectual property rights regarding the ideas published on the platform remain with the entitled persons. Silicon Alps shall in no case claim the intellectual property rights of the users. All intellectual property rights regarding the ideas published on the platform shall remain with the users in principle and for the duration of the idea contest. In case of a reward (material and/or monetary prize), all rights of use and exploitation shall pass to the commissioning company. As far as the rights are entitled to the users or the clients, they commit themselves not to assert any industrial property rights and resulting claims among themselves.

9. Secrecy

The parties undertake to keep secret all information, documents and data which become known to them within the framework of this contractual relationship and which are recognisable as confidential and in particular not to make them accessible to third parties or to use them in any other way. This applies in particular to the agreed prices.

10. Indemnification and indemnity by the user:

The user shall indemnify and hold Silicon Alps harmless for all claims asserted by third parties against Silicon Alps due to an infringement of their rights by contents posted by the user within the platform or by his or her other use of the applications available via the platform. The user shall bear the costs of any necessary legal defence of Silicon Alps, including all court and attorney's fees in the statutory amount. This shall not apply if the infringement is not due to any culpable behaviour of the user. In the event of a claim by third parties, the user shall immediately, truthfully and completely provide Silicon Alps with all information available to him/her that is necessary for an examination of the claims and a defence. Any further claims for damages of Silicon Alps against the user shall remain unaffected.

11. Exclusion of warranty

Silicon Alps does not warrant the availability of the services, the usability of the services for the purposes pursued by the users, or the correctness and completeness of displayed content.

12. Limited liability by Silicon Alps

12.1

As a service provider, Silicon Alps is **not obliged to** monitor the transmitted or stored information or to search for circumstances indicating illegal activity. However, should Silicon Alps become aware of an illegal act of a user or information within the platform, the information will be removed immediately or access to it will be blocked.

13. Data Protection Platform

13.1

The concept of the platform is based on the provision of services and innovation services as well as the storage of generated data by the user, which may be visible to other users. However, the user decides whether and which data and content he/she wishes to make available to other users: On the one hand, the user himself/herself determines whether and to what extent he/she enters or saves personal data and content in the created profile beyond the minimum registration requirements; on the other hand, users can make settings at any time to restrict the publication of their data and content.

13.2

The collection, processing and use of personal data by Silicon Alps are in accordance with the applicable data protection regulations - see

Privacy policy (<https://www.silicon-alps.at/data-protection/>) of Silicon Alps.

13.3

Users are prohibited from passing on contact information of other users obtained via the Platform to third parties without their consent and/or from using and/or allowing such information to be used for the purpose of advertising with telephone calls (e.g. unsolicited calls on mobile phones [SPOM] or via Internet telephony [SPIT]) or for the purpose of advertising using electronic mail (e.g. unsolicited e-mail or SMS advertising as well as via the Platform's message service).

13.4

Silicon Alps uses Google Analytics, a web analysis service of Google Inc. ("Google"). You can find more information about Google's privacy policy on the [Google Analytics](#) website.

14. Miscellaneous: future amendments and final provisions

14.1

Silicon Alps reserves the right to amend the provisions of these GTC at any time and without stating reasons, taking into account the prerequisites described in the following under clause 14.1.1 up to and including 14.1.3.

14.1.1

Any change to the description of the subject matter of the contract in accordance with Section 4 ("Subject Matter of the Contract") of the GTC is expressly excluded from the aforementioned authority to amend. Silicon Alps shall therefore notify the user of any changes and/or deviations from the promised service and offer the user the continuation of the contractual relationship under the changing conditions, if the interests of the user are affected as a result of the changes and/or deviations. The user's right to terminate the contract at any time according to section 3.1 ("Termination") shall remain unaffected.

14.1.2

The registered user will be **notified by e-mail of any** other amended provisions not covered by Section 14.1.1. If the user does not object to the validity of the new GTC within **two weeks** of receipt of the e-mail, the amended GTC shall be deemed accepted. Silicon Alps undertakes to separately **inform** the registered user about the significance of the **two-week period** in the e-mail containing the amended terms. Non-registered users should regularly take a look at these General Terms and Conditions. If the user does not agree to the amended terms, he/she must stop using the services.

14.1.3

If the user objects to the validity of the new GTC within the period of time stated in clause 14.1.2, Silicon Alps shall remain entitled to terminate the contractual relationship with the user with a notice period of fourteen days.

14.2

For the purpose of fulfilling the contract and thus for rendering the performance contractually owed by Silicon Alps, Silicon Alps may also use third parties as vicarious agents. The vicarious agent concerning the technical platform **NeurovateIT** (hi.neurovation.net) is **Neurovation GmbH (part of the innovation-service-network group)**, Grabenstrasse 231, 8045 Graz. Commercial register number: 296117t Commercial register court: Regional court for ZRS Graz. This company makes use of further vicarious agents for software development, hosting, the provision of licenses, etc. Contractual data processing agreements with them are available.

14.3

In place of Silicon Alps, third parties may enter into the rights and obligations resulting from this contract for Silicon Alps in whole or in part. In such a case, the user is entitled to terminate the contractual relationship with the Silicon Alps without giving reasons (see paragraph 3.1).

14.4

Should individual provisions of these GTC be invalid, the validity of the remaining parts of the GTC shall not be affected.

14.5

These GTC and the contractual relationship between Silicon Alps and the user shall be governed exclusively by Austrian law. **Place of jurisdiction is Villach.**

These General Terms and Conditions for the Use of the Platform (GTC) shall apply to all users who have successfully registered from 01.09.2020 onwards by agreeing to these GTC or, if they have already registered at an earlier date, from the date on which these GTC were agreed to. For non-registered users, the provision stated in section 14.1.2 applies.

Status of the GTC: 01.09.2020