

GENERAL TERMS AND CONDITIONS

May 2024

These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the use of the Schengen Visa Calculator Tracker Checker (hereinafter referred to as "**Tracker Checker**"), which is offered by comic corporate migration centre gmbH, Karlsplatz 3/19, 1010 Vienna, Austria (hereinafter referred to as "**COMIC**"). Tracker Checker is accessed via the mobile application ("**App**") provided by COMIC. These GTC apply to all agreements between the Customer (hereinafter referred to as the "**Customer**") and COMIC (both together hereinafter referred to as the "**Parties**") regarding Tracker Checker. If the Customer is a company (Section 1 (1) (1) KSchG), "**User**" means all natural persons to whom the Customer grants the use of Tracker Checker and who are authorised to use Tracker Checker in accordance with these GTC. If the customer is a consumer (Section 1(1)(2) KSchG), the customer is also the "**User**".

1. Range of functions

- 1.1. The Schengen visa calculator Tracker Checker was developed to enable Users to monitor and check their stay in the countries of the Schengen Agreement ("**Schengen Area**") where the so-called "90/180-day rule" applies. Tracker Checker makes it possible to track the stay in the Schengen area by displaying a daily overview of the days spent in the Schengen area as well as the remaining days of the authorised stay for a cumulative period of 180 days each. Furthermore, Users can enter the validity period of their residence permit or visa D in Tracker Checker. Before the validity period expires, Users receive a notification so that they can apply for an extension or leave the country in good time (hereinafter summarized as "**Services**").
- 1.2. Certain countries have concluded a bilateral agreement with the member states of the Schengen area. Users who are citizens of these countries may be subject to more favourable residence conditions. Such bilateral agreements are special cases and cannot be taken into account by Tracker Checker. Users can find out about these special cases in the User Manual, available at <https://academy.comic.support/tracker-checker-user-manual/>.

2. Conditions of use

- 2.1. The User may use the Services of Tracker Checker on a subscription basis in accordance with these GTC for a limited period during the defined subscription period.
- 2.2. The User requires the App to use Tracker Checker. The User may obtain and download the App from a store for mobile applications ("**App Store**") that is not operated by COMIC. The

provision of the App (against or without payment) is a separate agreement and is not subject to these GTC.

- 2.3. A one-time registration with an active e-mail address is also required to access Tracker Checker. The User is obliged to provide true information. The User is obliged to update the user data should it become incomplete or incorrect.
- 2.4. The User must take appropriate precautions to protect the account against unauthorized use by third parties, in particular to keep the access data secret. The User is responsible for all activities that take place under his/her account.
- 2.5. The User shall notify COMIC of any unauthorized use of the account and of any other security breaches of which the User becomes aware.
- 2.6. The use of Tracker Checker requires an active internet connection and a compatible mobile device (e.g. smartphone or tablet) with an iOS or Android operating system. The User is solely responsible for ensuring an internet connection. The use of Tracker Checker may incur additional landline or mobile phone charges, which must be borne by the User.

3. Right of use

- 3.1. COMIC grants the Customer the right to object to the 5 the simple, non-exclusive, non-transferable and non-sublicensable right to use the Services of Tracker Checker and the App during the Subscription Period in accordance with these GTC ("**Right of Use**").
- 3.2. The User may only use the Services of Tracker Checker and the App for their own, non-commercial purposes. If the Customer is a company (Section 1(1)(1) KSchG), the use of Tracker Checker for the Customer's business purposes by its employees is deemed to be use for the Customer's own purposes.
- 3.3. Any unauthorized use is not permitted. In particular, the Customer or User is not authorized to use Tracker Checker and the App:
 - to third parties (with the exception of the Customer's employees);
 - in whole or in part, to reproduce, improve, modify or otherwise manipulate or create derivative works;
 - allow the connection or integration into other software;
 - to distribute, licence, rent, sell, assign, publicly display, perform, transmit, stream, broadcast or use in any similar manner;
 - to reverse engineer, disassemble or decompile or use other methods to derive the source code of the software on which the services are based. § Section 40e UrhG remains unaffected by this;
 - access data or accounts of other persons;
 - infringe the intellectual property of COMIC;
 - technical security measures;
 - or infringe the rights of third parties in connection with access and/or use.

4. Intellectual property

- 4.1. All intellectual property rights to Tracker Checker and the App shall remain with COMIC. The Customer shall only be entitled to the right of use in accordance with these GTC or insofar as this is expressly provided for by mandatory statutory provisions.
- 4.2. The Customer or the Users may not remove or otherwise manipulate any trade mark, copyright or other proprietary notices.
- 4.3. To the best of its knowledge and belief, Tracker Checker is free of third-party rights that would prevent use in accordance with the contract.

5. Subscriptions and remuneration

- 5.1. The Customer can take out a paid subscription for Tracker Checker via the App.
- 5.2. At the beginning of the order process, the Customer must select the desired subscription model in the App.
- 5.3. COMIC reserves the right to offer different subscription models, which may include different Tracker Checker Services ("**Subscription Models**").
- 5.4. Before the contract is concluded, the scope of the selected subscription model and its functions as well as the price are displayed to the Customer in the App.
- 5.5. The price shown is a net price, which - if applicable - is increased by the statutory value added tax (currently 20%). There are no other charges and ancillary fees. It does not include any credit card costs or other bank charges that may be incurred. These are not charged by COMIC. The Customer can obtain information about these from the relevant bank.
- 5.6. COMIC enables the use of various payment methods. The list of currently accepted payment methods is available in the App and is also communicated to the Customer during the ordering process.
- 5.7. Payment is due on the first day of the subscription. If the payment process fails, COMIC shall be entitled to attempt to collect the payment again. If the payment is overdue, COMIC may cancel the subscription after notifying the Customer in advance.
- 5.8. The contract is concluded when the Customer clicks the "*I order with obligation to pay*" button after selecting the subscription and payment method in the order process. The contract is concluded and becomes effective immediately after the button is clicked. Immediately after the conclusion of the contract, COMIC will send an order confirmation with the essential information on the concluded subscription to the Customer's e-mail address currently stored in the Customer account.

5.9. For consumers (§ 1 para. 1 no. 2 KSchG): The Customer can receive the invoice with VAT shown by following the instructions of the operator of the app store to which the App is linked.

6. Term and cancellation

6.1. The Customer can use Tracker Checker within the selected subscription period. After termination of the subscription, the Customer is no longer entitled to the right of use and the use of Tracker Checker must be discontinued.

6.2. Unless otherwise agreed, the Tracker Checker subscription is concluded for an indefinite period from activation of the subscription.

6.3. For consumers (§ 1 para. 1 no. 2 KSchG): The Customer is entitled to cancel the subscription at any time at the end of the respective month by following the instructions of the respective app store:

- for Apple App Store available [here](#);
- for Google Play App Store available [here](#).

6.4. For entrepreneurs (§ 1 Para. 1 Z 1 KSchG): The Customer is entitled to cancel the subscription at any time at the end of the current 12-month period from activation of the subscription. The subscription can be cancelled using the "*Cancel Subscription*" button.

6.5. Cancellation for good cause remains unaffected by this. Good cause is, for example, a breach of a material provision of these GTC.

7. Cancellation (only applies to consumers within the meaning of 1 para. 1 no. 2 KSchG)

7.1. If the Customer is a consumer (§ 1 para. 1 Z 2 KschG), it has the right to cancel this contract without giving reasons within 14 days.

7.2. The cancellation period is 14 days from the day the contract is concluded.

7.3. In order to exercise the right of cancellation, the Customer must inform COMIC (Karlsplatz 3, Tür 19, 1010 Vienna, Austria; e-mail: tc@comic.support) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of the decision to cancel this contract.

7.4. The Customer can use the attached sample cancellation form for this purpose, but this is not mandatory.

7.5. The Customer may also electronically complete and submit the model cancellation form or another unequivocal declaration on COMIC's website (<https://www.comic.support/trackerchecker.html>). If the Customer makes use of this option, COMIC will immediately (e.g. by e-mail) send the Customer a confirmation of receipt of such cancellation.

- 7.6. **Consequences of cancellation:** If the Customer cancels this contract, COMIC shall reimburse the Customer for all payments COMIC has received from the Customer, including delivery costs, immediately and at the latest within 14 days from the day on which COMIC receives notification of the cancellation of this contract. For this repayment, COMIC shall use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer. Under no circumstances will the Customer be charged any fees for this repayment.
- 7.7. If the Customer has requested that the provision of the services commence during the cancellation period, the Customer shall pay COMIC a reasonable amount corresponding to the proportion of the services already provided up to the time at which the Customer notifies COMIC of the exercise of the right of cancellation in respect of this contract compared to the total scope of the services provided for in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

To:	comic corporate migration centre GmbH Karlsplatz 3, door 19, 1010 Vienna, Austria
e-mail:	tc@comic.support
I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the Tracker Checker App:	
- Ordered on (*) / received on (*),	
- Name of the consumer(s),	
- Address of the consumer(s),	
- Signature of the consumer(s) (only for notifications on paper),	
- date	

(*) Delete as appropriate	

8. Guarantee

- 8.1. The Customer is entitled to the statutory warranty rights.
- 8.2. In the event of faults that indicate unauthorized use in accordance with point 3.3 the Customer has no warranty rights.

- 8.3. If Tracker Checker does not correspond to the functional description, the Customer must submit a report to COMIC stating (i) the first and last name, as well as the e-mail address and (ii) a description of the error that is as comprehensible as possible.
- 8.4. COMIC will review the notification within 14 days of receipt. In case of missing data according to point 8.3 COMIC will request the Customer to complete this data within 5 days of receipt of the notification via the e-mail address currently stored in the Customer account or via the e-mail address specified in the notification.

9. Liability

- 9.1. Any liability of COMIC shall be governed exclusively by the provisions of this section 9.
- 9.2. In the event of intent, gross negligence and injury to life, limb or health, COMIC shall be liable in accordance with the statutory provisions.
- 9.3. Except in the cases of point 9.2 COMIC shall only be liable for the breach of a material contractual obligation, however, limited to the typical, foreseeable damage. A material contractual obligation is an obligation that makes the proper performance of the contract possible in the first place and on the fulfilment of which the Customer regularly relies and may rely (e.g. obligations that are essential for the provision of the services and fulfilment of the contract).
- 9.4. COMIC's liability under the Austrian Product Liability Act shall not be affected by the above provisions.
- 9.5. COMIC provides Tracker Checker to the User with due care and expertise. The Customer acknowledges that Tracker Checker, like any other software solution, cannot run without errors and malfunctions. COMIC may experience hardware, software or other technical malfunctions that are outside COMIC's sphere of responsibility and influence. This includes, for example, actions by third parties (hacking attacks or other security breaches), technical conditions beyond COMIC's control or force majeure. If such disruptions occur, this may lead to interruptions in order to carry out necessary maintenance work. COMIC accepts no liability for any damage, loss or inconvenience to the Customer resulting from the fact that Tracker Checker cannot be accessed in whole or in part for the purpose of carrying out such maintenance work.
- 9.6. Tracker Checker and the underlying calculations have been developed with the greatest possible care and are intended to make it easier for Users to monitor their stay in the Schengen area. However, the calculation is for information purposes only. The Customer acknowledges that, in particular, certain geographical particularities according to point 1.2 cannot be taken into account in the calculation. The User is solely responsible for the timely renewal of the residence permit or visa and COMIC assumes no liability in this regard.

10. Data protection

- 10.1. In the course of providing the Services under these GTC, COMIC obtains access to certain personal data of the Users. COMIC processes the personal data in accordance with the data protection regulations (GDPR, DSG). Further information is available in the information sheet on data processing, available at <https://academy.comic.support/information-sheet-on-data-processing-according-to-the-general-data-protection-regulation-gdpr-for-users-of-the-tracker-checker-application/> ("**Information sheet on data processing**").
- 10.2. This Privacy Policy does not apply to certain processing activities for which COMIC is not the controller. This is the case where COMIC processes personal data as a processor on behalf of the Customer (i.e. as a mere operator of the software solution that processes the data entered by the Customer in Tracker Checker on behalf of the Customer). Before the Customer may use Tracker Checker with personal data, the Customer must conclude a data processing agreement with COMIC. Further information is available at <https://academy.comic.support/auftragsverarbeitungsvertrag-nach-art-28-dsgvo-de-mai-2024/>. Instead of our privacy policy, the privacy policy of the respective controller may apply. The controller is responsible for the collection, processing and use of data and for exercising the rights of data subjects and indemnifies COMIC against claims by third parties in this regard.

11. Data storage

The travel times and periods entered by the User are stored until the User deletes them. After this period, this data is irrevocably deleted.

12. Amendment of these GTC

- 12.1. COMIC reserves the right to amend these GTC at any time for important reasons. These reasons include, in particular: (i) the need to adapt the content of the Terms to current or future legislation, (ii) changes to the terms and conditions of the app stores (Google Play Store or app Store), (iii) the need to adapt the Terms to changing market conditions, in particular in terms of adjustments to currency devaluation (inflation) or (iv) changes to the way COMIC provides the Services.
- 12.2. The amendments to the GTC shall apply from the publication of the new content of the GTC on the website. Contracts for services that were concluded prior to the amendment of the GTC shall be fulfilled under the previous conditions.
- 12.3. In the event of a change to the GTC, the conclusion of a new contract for the Services by the Customer is possible after accepting the new content of the GTC. The new content of the GTC must be accepted by the User before placing the order in accordance with point 5.8 after the changes to the GTC.
- 12.4. The current version of the GTC can be accessed at any time at <https://academy.comic.support/terms-conditions/>.

13. Applicable law and place of jurisdiction

- 13.1. These GTC are subject to the law of the Republic of Austria to the exclusion of the conflict of law rules of private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.2. For entrepreneurs (§ 1 para. 1 no. 1 KSchG): The place of jurisdiction for all disputes arising from this contractual relationship shall be the court having subject-matter jurisdiction at the registered office of COMIC. However, COMIC shall in all cases be entitled to bring an action at the Customer's general place of jurisdiction.
- 13.3. For consumers (Section 1 (1) (2) KSchG): In the event of legal action against the consumer, the court in whose district the consumer has his domicile, habitual residence or place of employment shall have jurisdiction. For consumers who are not domiciled in Austria at the time the contract is concluded, the statutory places of jurisdiction shall apply.

14. Final provisions

- 14.1. The User acknowledges that no rights to stay or authorization to take up work until a certain date can be derived or justified from the calculations of the Tracker Checker. The calculations are for information purposes only. Decisions on the permitted duration of stay, the authorization to work and the interpretation of legal provisions are the responsibility of the national authorities.
- 14.2. If the Customer is an entrepreneur (Section 1 para. 1 no. 1 of the Austrian Consumer Protection Act (KSchG)), deviating, conflicting general terms and conditions of the Customer shall not apply, even if COMIC has not expressly objected to them. They shall only become part of the contract if and to the extent that COMIC expressly agrees to them in writing.
- 14.3. There are no verbal or written collateral agreements to these GTC.
- 14.4. Should any provision of these GTC be or become invalid or unenforceable, this shall not affect the legal validity of the remaining provisions of these GTC. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.