



ANB
General Terms of Use, Data Privacy
for the starQi App

© Qi ● health products - Inh. DI Markus Mayer • Obervellach 21, A-9620 Hermagor

Stand 07.2020



General Terms of Use, Data Privacy

As of 07/2020

General terms of use and data privacy for using the starQi app (IOS and Android). Provider: Qi - health products, Owner DI Markus Mayer, Obervellach 21, A-9620 Hermagor.

Please read the following terms of use carefully before using the services of the starQi App.

1 Scope and general information

- a) The terms of use apply to all services and information offered to the user by the starQi app
- b) Deviations from these terms of use or special terms of use for individual services are only deemed to be agreed if they have been expressly confirmed in writing by the operators of the starQi app (hereinafter referred to as the "provider"). In particular, the mere omission of an objection on the part of the provider against other terms of use does not mean that these are considered as agreed.
- c) The provider is entitled to change these terms of use at any time. The provider will inform the user in good time about the change in the terms of use applicable to him.
- d) Changes to the terms of use are generally announced electronically. However, this does not release the user from keeping himself informed about the topicality of the terms of use. If the user agrees to the changed terms of use via the app or if he does not object within a period of two weeks after notification of the change to the terms of use or after receipt, the changed terms of use are considered accepted. If the terms of use are not recognized or their changes are contradicted, no usage contract is concluded or the previous usage contract becomes ineffective, since the objection is regarded as immediate termination. This does not take account of ongoing usage processes; these are processed for a maximum of one month as if the user agreement still existed.
- e) The provider is not responsible for the internet services provided by third parties to which the starQi App links from its pages or which mediates the starQi App. The terms of use of the respective providers apply to these offers.

2 Access Authorization

The provider concludes contracts for the corresponding services only with legal persons or with natural persons who are at least 18 years old, otherwise only with the express consent of the legal representative.

3 Availability

The services of the provider are offered to the user subject to availability. The provider endeavors to ensure that the services of the provider are available to the user without disruptions. Maintenance options and / or further development and / or other malfunctions can restrict the usage options and / or interrupt them temporarily. This does not result in any compensation claims for the user concerned. The provider is also entitled to change the services offered at any time at its own discretion without notice or to temporarily or permanently discontinue them.

4 Contractual Relationship

- a) The contractual relationship about the use of the services by the provider only comes into existence through the acceptance of the terms of use by the provider. If in doubt, the use of the services of the starQi app is considered consent.
- b) The user is solely responsible for the security of his access data and his password. He must keep his password and other access data secret and protect it from access by third parties. He is responsible for all uses of the app, regardless of whether they are authorized or unauthorized.
- c) The user is obliged to immediately notify the provider of any possibility of unauthorized or improper use of the app.

5 Termination

- a) This contract can be terminated by both sides with a notice period of one month to the end of the month, except for contracts with a minimum contract period.
- b) Both contracting parties can terminate the contract at any time for an important reason without observing a notice period. An important reason exists if the terminating part cannot be expected to continue the contractual relationship until the notice period has expired, taking into account all the circumstances of the individual case and weighing up the interests of both parties.



- c) At the end of the contract, the user rights granted under this contract end.

6 Remuneration

For the use of chargeable services, the remuneration mentioned in the price list on the website www.starqi.com must be paid. The prices include VAT. The remuneration is due pro rata for the first month and thereafter for the full month. If you book additional paid services later, this applies accordingly.

7 Linking to other Websites

The provider's website and the starQi app contain links to external third-party websites. The provider expressly points out that there is no influence on the design and content of the linked pages, which is why no liability can be assumed for this external content. The respective provider or operator of the pages is always responsible for the content of the linked pages. The linked pages were checked for possible legal violations at the time of linking. No illegal content was discernible at the time the link was created. A permanent control of the content of the linked pages is not reasonable without concrete evidence of an infringement. As soon as we become aware of legal violations, we will remove such links immediately.

8 Information and Content

The information and content provided as part of the starQi app are non-binding and intended for private information purposes. Under no circumstances can the use of the app and all information made available to the user replace a personal consultation, examination or diagnosis by a doctor or other qualified persons. The provider does not provide individual advice, recommendations or medical promises or requests with regard to the purchase and use of medicines, active ingredients or other medicinal products as well as diagnostic or therapeutic procedures. There is no treatment contract and / or doctor-patient relationship between the user and the provider. The provider expressly points out that the user should under no circumstances refrain from seeking medical advice from a doctor due to the use of the app and the content provided with it.

9 Liability

- a) The content provided by the provider is carefully compiled according to the current state of science and medical knowledge. However, the provider assumes no liability for the correctness, completeness, topicality, quality or accuracy of the content provided or its suitability for certain purposes. The app and the content contained therein are provided by the provider only in the current state and as currently available. The user uses the app and the content provided by the provider at their own risk. The provider does not guarantee that the app or its content will be provided permanently, that the app will work without interruption or error, or that the app and its content will meet the respective requirements of the user. The provider assumes no liability for any damage in connection with the use of the app provided by the provider and its respective content by the user and also no guarantee for defects in the app and its content.
- b) Any further liability on the part of the provider and their representatives or vicarious agents for damages, in particular due to delay, non-performance, poor performance or unlawful acts, only exists in the event of a breach of essential contractual obligations, the fulfillment of which could be relied on to a particular degree. The disclaimer does not apply to intent and gross negligence. Liability is excluded from the provider, unless there are mandatory legal regulations.
- c) The provider is only liable for foreseeable damage. Compensation for indirect damage, including in particular consequential damage, unforeseeable damage or atypical damage, as well as lost profit, goodwill or data, is excluded. This applies even if the provider has previously been informed of the possibility of such damage occurring. The same applies to the consequences of accidental damage, labor disputes and acts of God.
- d) The provider does not guarantee the accuracy of the individual information. It is the responsibility of the respective user to check the correctness or to see a doctor.
- e) The provider excludes any liability due to technical or other faults.
- f) The above limitations of liability apply to all contractual and non-contractual claims.

10 Copyright

- a) All content, information, brand names, images, videos, databases and computer programs published on the app and on the website by the provider are protected by copyright and are the property of the provider.
- b) Use is only permitted within the scope of the intended use of the starQi app. Any other use or exploitation, in particular the private and / or commercial reproduction, modification, sale, rental, distribution or storage of information or data, texts, parts of texts, image and film material etc., requires the prior express written approval of the provider.
- c) No copyrights or other ancillary copyrights are transferred. Outside the usage rights or other rights expressly granted herein, the user is not granted any other rights of any kind, in particular to the company name and



industrial property rights, such as patents, utility models or brands, nor does the provider have a corresponding obligation to grant such rights.

11 Privacy Policy

- a) The provider will only use the user's data within the scope of this contractual relationship and in particular heed the data protection regulations. The provider will oblige its employees and subcontractors to comply with data protection.
- b) For the purpose of performing the service and the smooth use of the starQi app, the following data, which are specified by the user or his sub-user, are stored and processed by us: e-mail, first name, last name, height, weight, date of birth, gender and measured values. The height, weight, date of birth and gender data are required for the precise evaluation and analysis of the measured values.
- c) The user's data is neither evaluated by the provider nor passed on to third parties, with the exception of the data of sub-users, which are made available to the higher-level main user for evaluation. However, the provider is entitled to engage subcontractors for the execution of the contract and to transfer or make available the content posted by the user and all personal data collected under this contract to these subcontractors.
- d) The data will be stored by us until it is deleted by the user himself or by the provider at the user's request. A delete request has no effect on the data if the storage is legally necessary, e.g. for billing purposes.
- e) We use payment providers (e.g. Apple, Google, PayPal) to process payments. Although we do not store any credit card information ourselves, we register a payment ID, which is assigned by the respective provider and can be assigned to a person by this, as well as the duration of your subscription, the price, the currency, the VAT (based on country information) and the Payment provider.
- f) Your rights. In principle, you have the right to information, correction, deletion, restriction, data portability, revocation and objection. If you have any questions or wish to exercise your right in relation to the preceding points, please email or post to the address at the end of this document. If you believe that the processing of your data violates data protection law or your data protection claims have otherwise been violated in any way, you can complain to the supervisory authority. In Austria this is the data protection authority.
- g) Important information. The data protection laws stipulate that we can only collect and process data if we have a legal basis for processing. The legality of the data processing results from the (express) consent by the user in cases in which he has (expressly) consented to the processing or the need to fulfill the usage contract, e.g. if data is required for satisfactory use of the app or legitimate interests of the provider or third parties, e.g. the use of cookies, plugins or targeted advertising. The legitimate interests include the protection of the user and the protection of the provider or others from security threats or fraud, compliance with all applicable laws, the management and improvement of our business (e.g. customer service) including possible corporate transactions (e.g. mergers and acquisitions).
- h) Security measures. We are committed to protecting users' data and taking appropriate technical and organizational security measures to protect them against unauthorized or unlawful processing and against accidental loss, destruction or damage. All data transmission is encrypted. These security measures are constantly adapted to the latest technological developments.
- i) Change of data protection regulations. The provider can change these data protection regulations. If the provider makes significant changes, we will notify you via our homepage, via our app or by email before they come into effect. If your consent is required, we will obtain it before the changes take effect. If there are any objections, our website or app may not function properly and the user must close their account or request a deletion. The data protection provisions were last updated on May 24, 2018.

You can reach us using the following contact details:

Qi – health products
Inh. DI Markus Mayer
Obervellach 21
9620 Hermagor
office{at}qi-products.at
+43 (0) 4282 20642

12 Final Provisions

- a) The place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship is the registered office of the provider. Austrian law applies. The validity of the UN sales law is excluded.
- b) The place of performance for all services from the contract is the registered office of the provider
- c) The content of the contract, all other information, customer service, data information and complaint handling are offered consistently in German.
- d) The parties first try to settle all disputes arising from or in connection with this contract by mediation by an out-of-court mediator. Only if the mediation does not come to an end or does not end without the dispute having been fully resolved will the parties be able to reach the courts. The parties are not prevented from making applications in preliminary legal protection or other urgent proceedings. In all other cases, one party



- must allow the other party to mediate before initiating a legal dispute. If the parties cannot agree on a mediator, this will be determined by the Austrian Chamber of Commerce www.wko.at at the request of one party.
- e) Should individual provisions of these terms of use including this provision be or become ineffective in whole or in part, the effectiveness of the remaining provisions remains unaffected. The respective statutory regulations take the place of the ineffective or missing provisions.

Typesetting and printing errors reserved!