

# General Terms and Conditions – onlineaufladen.at

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## **1. Subject Matter of the Contract**

**1.1** Via paybox Service GmbH (hereinafter referred to as paybox GmbH), users can acquire online services or products with so-called eVouchers from providers selected by paybox GmbH through the website [www.onlineaufladen.at](http://www.onlineaufladen.at) (hereinafter referred to as Website) or directly top up credit of their prepaid cards (hereinafter referred to as Service). To this end, users need to have a legitimate e-mail address which paybox GmbH can use to get in touch with them.

**1.2** eVouchers as defined in these provisions are electronic messages by way of which paybox GmbH provides to the users the data necessary to acquire the services or products.

**1.3** The conditions below shall apply to the ordering of eVouchers and their provision to the users as well as to direct top-ups through paybox GmbH.

**1.4** The services or products acquired with eVouchers constitute claims of the users to the respective provider. The services and products will be provided and/or delivered exclusively by the respective provider and shall be subject to said provider's contract terms.

**1.5** Apart from the Service, paybox GmbH does not provide any other services. A contractual relationship regarding the use of other services, in particular mobile communication services, shall exist exclusively between the user and the respective provider with whom the user has entered into a service agreement. The providers' contract terms shall also exclusively apply to the management and use of any credit, in particular of prepaid card credit.

**1.6** The Service will only be available for the services and products listed on the Website by paybox GmbH through the payment methods there indicated. paybox GmbH may modify the information on services, products and payment methods at any time.

**1.7** paybox GmbH expressly informs users of providers' specifications that in most cases the data provided via eVoucher must be used within a certain period of time, otherwise they will expire. Therefore, in order to ensure that the received data remain valid and to avoid their expiry, the credit balance shall be topped up within the specified period of validity.

## **2. Conclusion of the Contract**

**2.1** The user shall select the desired service and/or product on the Website. In order to top up the credit balance of a prepaid card, the user shall also indicate the desired credit amount as well as the mobile phone number if the top-up is to be effected directly through paybox GmbH. After having chosen the type of payment and having entered the e-mail address, the user shall click "Buy" to place a binding order.

**2.2** The contract shall subsequently become effective when the eVoucher is provided to the user or the credit balance of the prepaid card is topped up directly. For security reasons, the contract data will not be available on the internet. The user will receive an order confirmation including the specific contract data at the e-mail address indicated. If paybox declines the order, the user shall be notified thereof.

**2.3** The eVoucher will be sent by e-mail as a pdf file to the user's computer. The user can then print out the eVoucher, save the pdf file and subsequently forward it by e-mail or as text message (SMS). If the credit balance of a prepaid card is topped up directly by paybox GmbH, instead of an eVoucher, only an order confirmation will be sent by e-mail.

**2.4** The user shall then follow the instructions given by paybox GmbH to obtain the service and/or product ordered. As a rule, the service number of the respective provider shall be called, or the data provided shall be entered on the respective provider's website. The provider shall then render the service ordered and/or deliver the product ordered. If the credit card balance is topped up directly through paybox GmbH, paybox GmbH shall be in charge of the activation.

### **3. Provision of Services**

**3.1** The Services shall be provided in quantities customary to end users. paybox GmbH reserves the right to discontinue their provision if the quantities customary to end users are exceeded or if the fraudulent use of data is suspected.

**3.2** With sending the eVoucher or directly topping up credit with the provider, paybox GmbH shall have met its obligations arising from this contract.

### **4. Maturity and Payment, Default**

**4.1** With the online order, the validity of the payment method indicated by the user will be verified with the respective payment institution and payment will be secured in advance. After payment has been successfully secured, the Service will be provided. If for some reason the customer fails to meet the terms of payment, paybox GmbH reserves the right to ban the user from its services or reject orders at its discretion. The user will then receive an error message to the effect that the order is being rejected.

**4.2** The fee for the services and products available through eVoucher will be determined by the respective provider. The fee for topping up the credit balance of a prepaid card corresponds to the nominal credit value selected by the user in the order. The Service provided by paybox GmbH is free of charge. The user shall bear any costs that may incur for the internet connection as well as for calling the provider's service number and that are determined exclusively by the provider.

**4.3** The user authorises paybox GmbH to debit the amount due to the account that pertains to the payment method specified by the user.

**4.4** The fee for the service and/or product ordered shall become due when the eVoucher is provided or when the credit balance is topped up directly.

**4.5** The prices quoted at the time the order is placed shall be applicable, including VAT. The currency unit shall be EURO.

**4.6** paybox GmbH reserves the right to check the validity of the selected payment method and the customer's creditworthiness prior to providing the service.

## **5. Liability**

**5.1** In no case shall paybox GmbH be liable for any damage other than such caused by gross negligence or intent. paybox GmbH shall not be liable for consequential damages. The aforementioned disclaimer, however, shall not apply to liability for personal injuries.

**5.2** The duty to compensate for a negligently caused incident that caused damage or loss is limited to EUR 200.00 (euro two hundred) vis-à-vis the user, and to EUR 2,000.00 (euro two thousand) vis-à-vis all injured parties.

**5.3** paybox GmbH assumes no warranty for the availability and operability of the technical systems necessary to place an order. paybox GmbH does not accept any liability for any damage or loss caused by other use of the Website.

**5.4** paybox GmbH is not liable for services and products offered by the providers, in particular not for services related to the prepaid card plan. This exclusion refers also to the availability of credit after top-up. paybox GmbH is not liable for the functionality of websites and service numbers operated by the providers.

**5.5** The aforementioned disclaimers and limited liability shall also apply to any liability of employees, workers, representatives and vicarious agents of paybox GmbH.

**5.6** Warranty shall be provided in accordance with the statutory provisions.

**5.7** In case of an unsubstantiated notice of defects, paybox GmbH reserves the right to hold the user liable for compensation of the costs arising therefrom.

## **6. Privacy**

[Privacy Policy](#)

## **7. Industrial Property Rights and Copyrights**

**7.1** The Website as well as the underlying software and the database are protected by copyright. Making it available for use within the scope of these GTCs does not constitute a waiver of copyrights or other industrial property rights.

**7.2** paybox GmbH expressly reserves all rights it is entitled to by law and contract which protect the Website, the software, the database or parts thereof.

**7.3** This shall also apply to the rights in published texts, the design of the Website and the logo used.

**7.4** The Website may only be used in the way defined by paybox GmbH. Exploiting or skimming the database is not permitted. Copying, passing on, sending or publishing data in whatever form is not permitted. The commercial use of data in third-party transactions is also not permitted.

**7.5** Any use not explicitly allowed under these GTCs requires the previous express written approval by paybox GmbH.

## **8. Final Provisions**

**8.1** The language used in contracts, orders and business correspondence shall be German.

**8.2** This Contract shall exclusively be governed by Austrian law, with the conflict-of-law rules of International Private Law and the UN Convention on the International Sale of Goods being excluded.

**8.3** The place of performance is the registered office of paybox GmbH in Vienna. If the user is not a consumer within the meaning of the KSchG, the Vienna District Court for Commercial Matters shall be responsible for all disputes arising in the context of the implementation of this contract. If the user is a consumer within the meaning of the KSchG and has his domicile or habitual residence in Austria or is employed in Austria, only the jurisdiction of the court in whose district the domicile, habitual residence or place of employment is located can be established for an action against him.

**8.4** In the event of disputes, paybox GmbH undertakes to participate in the arbitration procedure of the Internet Ombudsstelle:

[www.ombudsstelle.at](http://www.ombudsstelle.at)

Our email address: [info@onlineaufladen.at](mailto:info@onlineaufladen.at)