

General Terms and Conditions

lablife gmbh

1. General information

- 1.1. Contractor. lablife gmbh, FN 595657t, Walkürengasse 13/31, 1150 Vienna, ("**lablife**") is an Austrian company that specialises in providing training for laboratories.
- 1.2. Scope. These General Terms and Conditions ("**GTC**") apply to all contractual relationships between lablife and its customers ("**Customers**") and constitute an integral part of the respective contract with the Customer. lablife offers its services in accordance with clause 2, exclusively applying the present GTC. The version valid at the time of the conclusion of the contract shall be authoritative in each case. Any oral ancillary agreements shall lose their effect upon conclusion of the contract. The current version of the GTC is available (also for download) on the website under <https://lablife.video/terms> in the course of placing an online order under clause "Step 3".
- 1.3. Language. For reasons of readability, male, female and diverse (m/f/d) word forms are not used simultaneously. All words designating persons refer to all genders in equal measure.

2. Object of the contract

- 2.1. Scope of services. lablife offers fee-based video training courses for laboratory operating procedures in cell culture laboratories for streaming. The current range of services offered is published on [the website of lablife](#).
- 2.2. Range of services. The Customer can select from various video packages. All fee-based video packages provide the same content and scope of video courses, but differ in terms of the period of time during which the videos are available (1 month, 2 months or 3 months). During the term of the selected video package, the video packages also contain so-called Learning Toolboxes (PDFs available for download) as well as access to the "Community". Regardless of the purchase of a video package, the Customer may purchase a Community subscription against payment of a fee. Subject to registration on the website of lablife, the Customer will also be able to order the "Blink" package free of charge, providing Customers with access to videos preselected by lablife for a period of 7 days.
- 2.3. Certificate. Following the purchase of any fee-based video package (see clause 2.2.), Customers may take an online examination. If they pass the examination, the Customers will receive a certificate. The exam questions are based on the content of the videos purchased. More detailed information about the participation in the exam and about the prerequisites for passing the same are available on the website.
- 2.4. Modifications. lablife expressly reserves the right to modify the range of services offered, the content of the services as well as the prices.

3. Registration

- 3.1. General. In order to be able to order the free "Blink" video package, Customers need to register/log in on the website of lablife and consent to the present GTC. Only one registration is possible and admissible per Customer. Only natural persons of legal age and unlimited contractual capability are entitled to register.
- 3.2. Registration. Registration is done via the website of lablife in 5 steps: (i) indication of a user name and e-mail address; (ii) entry of a password; (iii) consent to application of the GTC; and (iv) activation link sent to the e-mail address indicated by the Customer. The registration process is complete when the Customer confirms the link sent to them. Even in case of an online purchase of any fee-based video packages or of a Community subscription, the Customer will be required to register in the course of the order procedure (see clause 4.2).

4. Conclusion and termination of the contract

- 4.1. Legal capacity. Only natural persons of legal age and unlimited contractual capability are entitled to order a video package or Community subscription.
- 4.2. Order procedure. First, the Customer selects any of the video packages offered or the Community subscription on the website of lablife. By clicking on a video package or on the Community subscription the item selected will be placed in the shopping cart, and the Customer will be given an opportunity to enter a promotion code. Depending on the country, any sales tax will be shown in the order form automatically. By clicking on the "Continue to order" button, the Customer will be redirected to the registration/login page. If the Customer does not have an account yet, an account will be created upon registration (see clause 3.2). If the Customer already has an account, login is effected by entering the e-mail address/user name and the password. The order procedure will then be continued, and the Customer will be requested to indicate their personal details for invoicing (name, address, e-mail address). By clicking on the "Continue with step 2" button, the Customer will be redirected to the page showing the payment procedure. Subsequently, the Customer selects a payment option (see clause 5.4) and enters the respective payment details. After clicking on the "Continue with step 3" button, an order summary will appear enabling the Customer to check all essential contract items. Following (i) consent to the applicability of the GTC, (ii) consent to commencement of contract performance before expiry of the withdrawal period, and (iii) confirmation (by ticking off) of acknowledgement of the loss of the right of rescission through early commencement of contract performance, the Customer shall place a firm order with lablife by clicking on the "Order with payment" button.
- 4.3. Contract conclusion. After placing the order, the Customer will receive an order confirmation and acknowledgement of payment (including invoice). This confirmation is not equivalent to acceptance of the order by lablife, but only serves to inform the Customer that the order has been received by lablife. Only upon receipt of a corresponding order confirmation from lablife by e-mail to the e-mail address indicated during the order procedure shall the Customer's order be legally effective. lablife reserves the right to refuse any order placed by the Customer.
- 4.4. Term of the contract/cancellation of video packages. The term of the contract depends on the respective video package and is indicated on the website as well as in the course of the order procedure. The contract term begins on the day the contract is concluded. The video packages cannot be cancelled.
- 4.5. Term of the contract/cancellation of Community subscription. The Community subscription shall be agreed for an indefinite period. The contract term shall commence on the day the contract is concluded. As of that date the monthly subscription period shall be calculated as well. If, for instance, the contract is concluded on 15 May, the monthly periods will be from the 15th day of each month until the 14th day of the following month. The Customer may cancel their Community subscription at any time in the Customer's user account under "My Subscription/Cancel" or in writing by e-mail to office@lablife.video subject to a period of notice of one month with effect on the last day of any month (depending on the date of contract conclusion). If, for instance, the contract is concluded on 15 May, cancellation of the Community subscription would only be possible with effect from 15 July, provided that cancellation was effected by 15 June at the latest, due to the one-month cancellation period.

5. Handling of services and payments

- 5.1. Access to the videos. Following indication of the user name and password selected during the registration or order procedure ("login data"), the videos are available on the website of lablife for the period acquired, depending on the video package (1 month, 2 months or 3 months), as well as with the free "Blink" video package for a period of seven days after receipt of the order confirmation. The login data are only valid for one user and must not be transferred. Customers shall ensure at their own expense that they dispose of the technological prerequisites (hardware and software, internet access, consent to cookies etc.) to access the

content (videos, documents) made available on the website. The minimum requirements in terms of bandwidth for video streaming are approx. 1.1 Mbps for SD, 3 Mbps for HD and 6 Mbps for FHD (Full HD). lablife shall not assume any liability and costs in this respect.

- 5.2. Data. It is the Customer's exclusive responsibility to make sure that only the Customer him/herself logs into their user account on the website. The (contact) details requested in the course of registration must be indicated completely and correctly. lablife reserves to verify the accuracy of the (contact) details provided in individual instances. Any changes to the Customer's (contact) details shall be made on the website in the Customer's user account.
- 5.3. Safety. The Customer shall keep the login data (password, user name) strictly confidential and protect the same from unauthorised access by third parties. If there are concerns that unauthorised third parties have found out or may find out about the Customer's login data, the Customer shall be obliged to change the password immediately and to inform lablife in writing without delay. If the Customer discloses their login data (password, user name) to third parties, they shall be liable to lablife for any damage resulting therefrom. In this case, lablife shall also be entitled to block account access without prior notice.
- 5.4. Terms of payment. All prices are indicated in euros, excluding any statutory taxes. Depending on the country, the statutory taxes will be shown separately in the course of the order procedure. Prior to conclusion of the order, the Customer shall receive a breakdown showing the net price, any statutory tax (depending on the country of the order placed by the Customer), and the total price. When purchasing a video package, the Customer may choose to pay the purchase price immediately or in monthly instalments by clicking on the "pay once" or "pay per month" buttons on the website. If the Customer selects monthly payment, the first monthly instalment will be due on the day of contract conclusion. The remaining monthly instalments incurred depending on the contract term of the video packages purchased shall be due one month after the last instalment falling due in each case. The fee for the first month of the Community subscription is due for payment at the time of contract conclusion; the fee for the remaining months of the Community subscription shall be due one month after the last monthly fee was due for payment. In the event of a return debit note for which the Customer is accountable, for instance in case of insufficient cover, closing of the account, unjustified revocation of the order or unjustified objection to the debit entry, the fees charged to lablife by the bank shall be passed on to the Customer, and access to the relevant content shall be blocked until the amount has been paid in full. In case of a default in payment, lablife shall be entitled to default interest in the amount of 4 percent p.a., to reminder fees in the amount of EUR 20.00 per dunning letter, and to be reimbursed for the costs of reasonable extrajudicial and judicial recovery measures.
- 5.5. Processing of payments. Payment shall be made by credit card. The payments shall be processed by Stripe Technology Europe, Limited, [The One Building, 1, Lower Grand Canal Street, Dublin 2, Ireland] ("**Stripe**") applying the terms of use of Stripe, available on <https://stripe.com/at/legal/ssa>. The data required to process the payments and allocation to the relevant order shall be provided to Stripe by lablife. To be able to carry out a credit card payment, Stripe requires the name, address and credit card number of the Customer.

6. Right of rescission under the FAGG (Austrian distance selling act)

- 6.1. Right of withdrawal. The consumer is entitled to withdraw from a distance selling contract or any contract concluded outside a seller's business premises within 14 days without giving any reasons. The deadline for rescission starts on the day when the consumer or any third party nominated by the consumer and not acting as carrier physically receives the goods. The declaration of withdrawal shall not be subject to any specific formal requirements. The consumer may use the sample withdrawal form according to [Appendix Roman One Part B of the FAGG](#), which is also available for download on the website of lablife under <https://lablife.video/withdrawal-forms>. The withdrawal period shall have been observed if the declaration of withdrawal was dispatched within said period. If the Customer rescinds the contract, lablife shall refund all

payments made by the Customer in this respect within fourteen days at the latest from the day on which lablife received the notice about withdrawal from the contract. For the refund, lablife shall use the same means of payment that was used by the Customer for payment at the time of contract conclusion.

- 6.2. Lapse of the right of rescission. The consumer shall have no right of rescission in case of distance selling contracts, or contracts concluded outside business premises, about the provision of digital content that is not meant to be delivered on physical data media, if the entrepreneur has already commenced to perform the contract; in those cases where the consumer is subject to a payment obligation under the contract, the right of rescission shall only lapse if, in addition, (i) the consumer has explicitly consented to contract performance commencing prior to the expiry of the withdrawal period, (ii) the consumer has confirmed to have acknowledged that they shall lose their right of rescission following early commencement of contract performance, and (iii) the entrepreneur has provided the consumer with a copy or confirmation under Section 5 (2) or Section 7 (3) (confirmation of the contract concluded on a permanent data carrier, indicating said consent by the consumer and the latter's awareness of the lapse of the right of rescission, including all duties to provide information under Section 4 FAGG).

7. Warranty and liability

- 7.1. Warranty. The statutory warranty provisions shall apply.

- 7.2. Availability. lablife will make all reasonable efforts to maintain technological access to the videos and the other material purchased within the scope of the video packages on the website through login to the user account, but shall not assume any liability for interruptions, malfunctions, deletions, transmission errors, external server failures, technical failure of the internet, unlawful interventions in IT systems of the Customer or of third parties, as well as for damages or extra costs of procuring a replacement caused by publicly accessible systems and transmission networks and/or other technical defects outside the sphere of influence of lablife, and which, accordingly, lablife is not accountable for. The Customer declares not to assert any warranty claims and/or claims for damages against lablife in any such case. Each party shall use the internet at their own risk in each case.

- 7.3. Limitation of liability. The liability of lablife shall be limited to the contract amount. The safety notes contained in the videos with a view to avoiding any risks shall be observed by the Customer. lablife shall not be liable for any damage incurred by the Customer or by third parties due to any failure to properly implement or observe the safety notes. All claims for damages against lablife, their employees and/or vicarious agents shall be excluded unless they are due to intent or gross negligence. The liability for personal injury shall be excluded from this limitation. Notwithstanding the above, the liability of lablife for data loss, consequential damage or loss of profits shall be excluded under all circumstances.

- 7.4. Exclusion of liability. lablife shall make reasonable efforts to keep the content of the website as well as of the videos and other material up-to-date, but shall not assume any liability whatsoever for the up-to-dateness, accuracy, availability, completeness or validity of such content. The content of any pages linked to the information provided is for the Customer's convenience and will not be checked by lablife for accuracy, completeness and/or up-to-dateness. Any liability for the content of linked pages shall explicitly be excluded. The range of services described on the website or in other publications is for information only. Any representations regarding quality, content and scope of the service cannot be derived therefrom.

8. Use and intellectual property

- 8.1. Industrial property rights. All intellectual property rights, exploitation rights and rights of use to the website and to the content and functions available on the website, in particular documents, (audio) files, texts, images, illustrations, videos, trademarks, company name, website structure, logo, design etc., whether registered or not, are and shall remain the exclusive property of lablife. The present GTC and the placement of orders for video packages shall not grant or transfer any ownership rights or licenses to the intellectual property concerned. The content available on the website and within the scope of the video packages is

protected by copyright or industrial property rights and is owned by lablife or any third parties who have provided the relevant content. The compilation of the content as such is protected as a database or compilation of data (Datenbankwerk).

- 8.2. Use of content. The videos and any material made available within the scope of the video packages and their content are meant to be used for private and non-commercial purposes and may only be used for the Customer's own purposes and for the term of the respective video package under the present GTC. Here, too, all rights to the content shall remain the property of lablife. Any storage, modification, processing, reproduction, translation, reprint, copying and reselling or other form of exploitation of the videos/material or their content as well as any avoidance of the technical (protective) measures taken by lablife shall be prohibited. Removing and modifying any trademarks, logos, distinguishing marks, proprietary or copyright notices etc. shall also be prohibited.

9. Data protection

- 9.1. General. The processing of the Customers' data shall exclusively take place in accordance with the General Data Protection Regulation ("GDPR") as well as the relevant national data protection provisions.
- 9.2. Privacy statement. Please refer to the privacy statement of lablife for further information. The latest version is available on the website under <https://lablife.video/privacy-policy>.

10. Final provisions

- 10.1. Amendments to the GTC. lablife reserves to amend the present GTC, except for the principal obligations, at any time even with effect within existing contractual relationships. Any such amendment shall take effect when lablife notifies the amendments to the Customer, when the Customer is given an opportunity to acknowledge the amendments, and unless they object to the same within 14 days following receipt of the notification about the amendments.
- 10.2. Applicable law. These GTC are subject to Austrian law to the exclusion of its conflict of law rules and of the UN CISG. This choice of law shall apply to consumers only insofar as no mandatory provisions of the law of the country where the consumer has their habitual abode are blocked out.
- 10.3. Place of jurisdiction. The locally competent court with subject matter jurisdiction in Vienna shall exclusively be competent for all disputes, if this agreement on jurisdiction is admissible. Consumers who have their place of residence or habitual abode in Austria or who are employed in Austria can only be sued before a court located in a court district where the consumer has their place of residence, habitual abode or place of employment. The statutory legal venues shall apply to consumers who are not resident in Austria at the time of contract conclusion.
- 10.4. Online dispute resolution. The EU Commission provides a platform for online dispute resolution on the internet under the following link: <https://ec.europa.eu/consumers/odr>. This platform serves as a point of contact for the out-of-court settlement of disputes arising from online purchase or service contracts involving consumers. lablife agrees to participate in dispute resolution proceedings before a dispute settlement body for consumers to settle any disputes with consumers.
- 10.5. Severability clause. Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. Instead of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed agreed that approximates the former as closely as possible, also in terms of the economic purpose originally intended by the parties.

Vienna, on 15 August 2023