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Terms of Use ACT-Portal

Portal ACT Pogoji uporabe

Definitions

ACT	ACREDIA Customer Tools
ACT-Portal	The customer portal of ACREDIA, which provides central access to Apps in the form of a web application.
ACREDIA Apps	ACREDIA IT applications that can be accessed through the ACT-Portal.
ACREDIA	ACREDIA Versicherung AG (FN 59472 i, Himmelpfortgasse 29, 1010 Vienna) and ACREDIA Services GmbH (FN 36201 m, Himmelpfortgasse 29, 1010 Vienna).
ACT-Customer(s)	<p>Entrepreneurially active entities or individuals who</p> <ul style="list-style-type: none"> • handle existing contracts with ACREDIA (as a Policyholder of ACREDIA Versicherung AG and/or as a customer of ACREDIA Services GmbH); or • conclude new contracts; or • place orders with ACREDIA; or • request offers from ACREDIA, <p>through the ACT-Portal, in their own name.</p>
Authorised Third Parties	<p>A) Insurance Broker authorised by the ACT-Customer (in its role as Policyholder) with regard to an insurance policy with ACREDIA Versicherung AG ("Broker").</p> <p>or</p>

Opredelitev pojmov

ACT	ACREDIA Customer Tools
Portal ACT	Portal za stranke družbe ACREDIA, ki omogoča centralni dostop do aplikacij v obliki spletne aplikacije.
Aplikacije družbe ACREDIA	IT aplikacije družbe ACREDIA, do katerih se lahko dostopa prek portala ACT.
ACREDIA	Družba ACREDIA Versicherung AG (FN 59472 i, Himmelpfortgasse 29, 1010 Wien) in družba ACREDIA Services GmbH (FN 36201 m, Himmelpfortgasse 29, 1010 Wien).
Uporabnik(i) portala ACT	<p>Podjetniško dejavne pravne in fizične osebe, ki prek portala ACT v lastnem imenu</p> <ul style="list-style-type: none"> • izvajajo pogodbe, ki obstajajo z družbo ACREDIA (kot zavarovalec družbe ACREDIA Versicherung AG ali/in kot stranka družbe ACREDIA Services GmbH), ali • sklepajo nove pogodbe ali • družbi ACREDIA podeljujejo nove zahteve ali • od družbe ACREDIA pridobivajo ponudbe.
Upravičene tretje osebe	<p>A) Zavarovalni posrednik, ki ga je uporabnik portala ACT (v vlogi zavarovalca) v zvezi z zavarovalno pogodbo, ki obstaja z družbo ACREDIA Versicherung AG, pooblastila („Posrednik“).</p> <p>ali</p>

	B) Assignee, to whom claims arising from an insurance policy with ACREDIA Versicherung AG have been legally assigned by the ACT-Customer (in its role as Policyholder) ("Assignee").		B) Cesionar, ki mu je uporabnik portala ACT (v vlogi zavarovalca) pravnomočno odstopil zahteve iz zavarovalne pogodbe, ki obstajajo z družbo ACREDIA Versicherung AG („Cesionar“).
User(s)	Individual authorised by the ACT-Customer or Authorised Third Parties to use the ACT-Portal in relation to ACREDIA (e.g. employee of the ACT-Customer, employee of a co-insured party).	User	Fizična oseba, ki ga je uporabnik portala ACT ali upravičena tretja oseba pooblastila za uporabo portala ACT (npr. sodelavci stranke portala ACT, sodelavci sozavarovanca).
Superuser(s)	Individual authorised by the ACT-Customer to use the ACT-Portal and to be responsible for managing the Users in relation to ACREDIA.	Superuser	Fizična oseba, ki ga je uporabnik portala ACT pooblastil za uporabo portala ACT in kot odgovorno osebo za upravljanje uporabnikov (userjev).
Terms of Use ACT-Portal	This document in its currently valid version.	Pogoji uporabe portala ACT	Predloženi dokument v svoji aktualni različici.
Registration	The conclusion of an agreement on the use of the ACT-Portal.	Registracija	Sklenitev dogovora o uporabi portala ACT.
Confidential Information	Any information and data exchanged between the parties under this agreement which are not to be made available to third parties in accordance with the purposes of this agreement or may be disclosed to third parties according to statutory provisions. This includes, in particular, all business and trade secrets of the other party, such as economically, legally, fiscally or technically sensitive information of the ACT-Customer, ACREDIA or Authorised Third Party, as well as other information of commercial value.	Zaupne informacije	Vse informacije in podatki, ki se izmenjajo med pogodbenimi strankami na podlagi tega dogovora in niso dani na voljo v smislu in namenu tega dogovora ali se jih sme skladno z zakonskimi določili posredovati tretji osebi. To zajema predvsem vse obrtne in poslovne skrivnosti nasprotne pogodbene stranke, npr. gospodarsko, pravno, davčno ali tehnično občutljive informacije uporabnika portala ACT, družbe ACREDIA ali upravičene tretje osebe ter drugih informacij komercialne vrednosti.
Web Application	Software that enables the use of Apps via the Internet using a web browser.	Spletna aplikacija	Programska oprema, ki omogoča uporabo aplikacij prek spleta ob uporabi spletnega brskalnika.

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1. Subject of the Terms of Use

The ACT-Portal enables ACT-Customers and Authorised Third Parties to easily and quickly access ACREDIA Apps after one-time authentication.

In the ACT-Portal, ACREDIA provides information and services on a voluntary basis (relevant to the contract) in order to enable ACT-Customers to easily and quickly process their contractual relationships with ACREDIA. The ACT-Portal is intended to improve the customer experience and constitutes an additional, legally non-binding source of information for the ACT-Customer or Authorised Third Party. ACREDIA does not transmit contracts or other documents or information to customers via the ACT-Portal or make binding declarations (exception: offers from ACREDIA within the framework of ACREDIA Select). ACREDIA will rather send legally binding declarations, documents and information by post or email in accordance with the legal and contractual conditions.

ACT-Customers can use the ACT-Portal to submit various messages and notices relevant to the contract (such as knowledge sharing like claims notifications, exceeding of the maximum extension period, etc.), to submit applications, to place orders or to make various declarations. All actions taken by ACT-Customers via the ACT-Portal are legally binding. For reasons of due diligence ACT-Customers should therefore regularly check whether the documents or statements uploaded to the ACT-Portal are current and saved properly. Excluded from the possibility to be communicated via the ACT-Portal are declarations, documents and information which require the written form (signature) due to legal regulations or contractual agreement.

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1. Predmet pogojev uporabe

Portal ACT omogoča uporabnikom portala ACT in upravičenim tretjim osebam, da aplikacije družbe ACREDIA po enkratni avtentifikaciji enostavno in hitro začnejo uporabljati.

Na portalu ACT daje družba ACREDIA kot storitev na prostovoljni osnovi nezavezujoče na voljo (pogodbeno relevantne) informacije in storitve, in s tem omogoča uporabnikom portala ACT enostaven in hiter potek njihovih pogodbenih razmer z družbo ACREDIA. Portal ACT podpira strankam prilagojeno uporabo in predstavlja s strani družbe ACREDIA dodaten pravno nezavezujoč vir informacij za uporabnike portala ACT oz. upravičene tretje osebe. Prek portala ACT družba ACREDIA uporabnikom ne pošilja pogodb ali drugih dokumentov ali informacij in ne oddaja zavezujočih izjav (izjema: ponudbe družbe ACREDIA v okviru zavarovanja ACREDIA Select). Pravno zavezujoče izjave, listine in informacije družba ACREDIA namreč posreduje po merilih zakonskih in pogodbenih pogojev po pošti ali prek e-pošte.

Uporabniki portala ACT lahko uporabljajo portal ACT za oddajanje različnih pogodbeno relevantnih sporočil ali obvestil (npr. obvestila kot so prijave škode, prekoračitve skrajnih kreditnih rokov itd.), vlaganje zahtevkov, dodeljevanje naročil ali oddajanje drugih izjav. Vsa dejanja, ki jih izvedejo uporabniki na portalu ACT so pravno zavezujoča. Iz varnostnih razlogov naj uporabniki portala ACT zato redno preverjajo, če so bili dokumenti, ki so jih naložili na portal ACT ali oddane izjave pravilno shranjene. Iz možnosti komuniciranja prek portala ACT so izvzete izjave, listine in informacije, ki na podlagi zakonskih predpisov ali pogodbenega dogovora zahtevajo pisno obliko (podpis).

ACT-Customers may continue to submit declarations, documents and information to ACREDIA not only via the ACT-Portal, but in addition to this or exclusively by post or email, in accordance with the legal and contractual requirements.

2. Access to the ACT-Portal

2.1. Registration

2.1.1. ACT-Customers

Access to the ACT-Portal is either as Superuser or as User.

ACREDIA will record master data of the ACT-Customers and appoint a Superuser. This requires a one-time registration and the acceptance of these Terms of Use by the ACT-Customers in the form specified by ACREDIA. ACREDIA must be notified by the ACT-Customer of any changes to the ACT-Customer's or Superuser's master data.

The Superuser will set up an account for the Users in the ACT-User Administration. Alternatively, Users can be announced by the ACT-Customer in writing in the form specified by ACREDIA.

2.1.2. Authorised Third Parties

An Authorised Third Party can access to the ACT-Portal exclusively as a User.

Users authorised by the Broker will be granted a read authorisation for all Apps of the ACT-Portal for the insurance contracts in place with ACREDIA for which the Broker has granted authorisation.

Users authorised by the Assignee will be granted a read authorisation for all Apps of the ACT-Portal for those insurance contracts existing with ACREDIA for which the claims of the ACT-Customer (in its role as Policyholder) for compensation from the insurance policy have been legally assigned to the Assignee.

As far as the ACT-Customer does not wish the Broker and/or the Assignee to have a read authorisation, the ACT-Customer must demonstrably provide notification thereof.

2.1.3. Revocation of Registration

ACREDIA reserves the right to revoke the registration of the ACT-Customer or the Authorised Third Party at any time for good cause (in particular in the event of suspicion of misuse of the ACT-Portal) and to revoke all associated authorisations.

Uporabniki portala ACT ne morejo izjav, listin in informacij družbi ACREDIA posredovati samo prek portala ACT, temveč skladno z zakonskimi in pogodbenimi pogoji dodatno ali izključno po pošti ali prek e-pošte.

2. Dostop do portala ACT

2.1. Registracija

2.1.1. Uporabniki portala ACT

Do portala ACT lahko dostopa Superuser ali User.

Evidentiranje osnovnih podatkov uporabnikov portala ACT in dodelitev Superuser-ja izvede družba ACREDIA. Pri tem morajo uporabniki portala ACT opraviti enkratno registracijo in sprejeti predložene pogoje o uporabi, in sicer na način, ki ga določa družba ACREDIA. Vse morebitne spremembe osnovnih podatkov uporabnika portala ACT ali Superuser-ja mora uporabnik portala ACT javiti družbi ACREDIA.

Superuser v upravljanju uporabnikov portala ACT ustvari user-je. Alternativno lahko user-je javi uporabnik portala ACT, in sicer na način, ki ga določa družba ACREDIA.

2.1.2. Upravičene tretje osebe

Upravičene tretje osebe lahko dostopajo do portala ACT izključno kot User.

User-ji, ki so pooblaščen s strani posrednika, prejmejo dovoljenje za branje za vse aplikacije portala ACT, za katere pri družbi ACREDIA obstajajo zavarovalne pogodbe, za katere je predloženo pooblastilo tega posrednika.

User-ji, ki so pooblaščen s strani cesionarja, prejmejo dovoljenje za branje za vse aplikacije portala ACT, za katere pri družbi ACREDIA obstajajo zavarovalne pogodbe, za katere je predložen pravnomočen odstop zahtevkov uporabnika portala ACT (v svoji vlogi kot zavarovalec) glede izplačila zavarovalnin iz zavarovalne pogodbe na tega cesionarja.

V kolikor dovoljenje za branje za posrednika in/ali cesionarja ni zaželeno, mora uporabnik portala ACT to dokazljivo sporočiti.

2.1.3. Preklic registracije

Družba ACREDIA si pridržuje pravico do preklica ali odvzema registracije uporabnika portala ACT oz. upravičene tretje osebe in s tem povezane pravice, in sicer kadarkoli iz pomembnega razloga (predvsem v primeru suma zlorabe portala ACT).

2.2. Authentication

Access to the ACREDIA Apps via the ACT-Portal is by means of authentication with a username and password. The access data (username and password) of the Users and/or Superusers are to be treated confidentially and may not be passed on to other persons under any circumstances.

2.3. Access to the ACT-Portal as

2.3.1. ACT-Customers

ACT-Customers appoint the Users or, if desired, one or several Superuser(s) within their company.

Superuser(s)

Superusers have a read-and-edit authorisation for all Apps made available to ACREDIA's ACT-Customer. They can use the ACREDIA Apps and, after the registration process has been completed, they can independently

- create and manage User accounts via ACT-User Administration integrated in the ACT-Portal;
- set up the scope of the authorisation of the Users;
- disable Users and remove permissions.

User(s)

Users can use ACREDIA Apps to the extent of the granted permissions (read and/or edit).

2.3.2. Authorised Third Parties

A prerequisite for the access to the ACT-Portal is

- one-time registration and acceptance of these Terms of Use by the ACT-Customer in the form specified by ACREDIA;
- one-time registration and acceptance of these Terms of Use by the Authorised Third Party in the form specified by ACREDIA;
- the designation of Users by the Authorised Third Party in the form specified by ACREDIA.

Users have a read authorisation for the corresponding ACREDIA Apps, unless the ACT-Customer demonstrably contradicts this (in its role as Policyholder).

3. Duties of Care

These Terms of Use must be demonstrably brought to the Superuser's and User's attention. They must be obliged to comply with them.

2.2. Avtentifikacija

Dostopanje do aplikacij družbe ACREDIA poteka prek portala ACT, in sicer z avtentifikacijo s pomočjo uporabniškega imena in gesla. Podatki za dostop (uporabniško ime in geslo) User-ja oz. Superuser-ja so obravnavani zaupno in se jih ne sme nikakor posredovati drugim osebam.

2.3. Dostop do portala ACT za

2.3.1. Uporabnike portala ACT

Uporabniki portala ACT znotraj svojega podjetja imenujejo User-ja oz. User-je in po želji tudi Superuser-ja oz. Superuser-je:

Superuser

Superuser-ji imajo za vse aplikacije, ki jih družba ACREDIA da na voljo uporabniku portala ACT, dovoljenje za branje in pisanje ter lahko uporabljajo aplikacije družbe ACREDIA in lahko po zaključenem postopku registracije samostojno

- prek upravljanja uporabnikov portala ACT, ki je vgrajeno v portalu ACT, ustvarijo in upravljajo User-ja;
- določijo obseg dovoljenj User-ja;
- deaktivirajo User-ja in odstranijo dovoljenja.

User

User-ji lahko v obsegu dodeljenih dovoljenj (dovoljenja za branje in/ali za pisanje) uporabljajo aplikacije družbe ACREDIA.

2.3.2. Upravičene tretje osebe

Predpogoj za dostop do portala ACT je,

- da uporabnik portala ACT opravi enkratno registracijo in sprejme predložene pogoje o uporabi, in sicer na način, ki ga določa družba ACREDIA;
- da upravičena tretja oseba opravi enkratno registracijo in sprejme predložene pogoje o uporabi, in sicer na način, ki ga določa družba ACREDIA;
- da upravičena tretja oseba imenuje User-je, in sicer na način, ki ga določa družba ACREDIA.

User-ji imajo dovoljenje za branje za določene aplikacije družbe ACREDIA, v kolikor uporabnik portala ACT (v svoji vlogi kot zavarovanec) temu dokazljivo ne ugovarja.

3. Dolžnost za skrb

S temi pogoji o uporabi je potrebno Superuser-ja in User-ja dokazljivo seznaniti. Zavezani so k upoštevanju le-teh.

ACT-Customers and Authorised Third Parties are obliged to

- notify ACREDIA of any changes to the master data without delay;
- ensure that their Users/Superusers use the ACT-Portal exclusively in accordance with these Terms of Use;
- authorise only persons as Users/Superusers for which there is a business need to use the ACT-Portal;
- ensure the safekeeping and careful handling of access data to the ACT-Portal. This includes in particular (i) the confidentiality of access data, (ii) the immediate information to ACREDIA in the event of unauthorised use of the access data, and (iii) the prohibition of using User authorisations outside the authorised and operationally necessary scope;
- ensure the accuracy and timeliness of the data of Superusers and Users (especially when employees are terminated);
- refrain from any action that may interfere with or impair the operational safety, integrity and availability of the ACT-Portal or violate any legal provisions.

The use of the ACT-Portal and the ACT-User Administration are the sole responsibility of ACT-Customers and Authorised Third Parties. All actions of the Superusers and Users are attributable to the respective ACT-Customers and the respective Authorised Third Parties. ACT-Customers and Authorised Third Parties must ensure the proper use of the ACT-Portal, the necessary organisational framework conditions and the compliance with them.

4. Uploading Documents

Documents and information uploaded to the ACT-Portal by ACT-Customers are neither checked for integrity nor authenticity by ACREDIA. ACT-Customers are responsible for the uploaded information. ACT-Customers are responsible for ensuring that all necessary information is properly and fully provided when transmitting communications through electronic data. ACREDIA assumes no liability whatsoever for the correctness and completeness as well as the timely availability of the uploaded documents. In particular, ACREDIA shall not be liable for any delays in processing due to incomplete information or other damages resulting from incomplete or incorrect information.

ACT-Customers must ensure the safe storage of the originals of the uploaded documents. ACREDIA accepts no liability for the loss of data. ACREDIA reserves the right to request the submission of originals.

5. Availability

Access to the ACT-Portal is generally available 24 hours a day and on all days of the year.

Uporabniki portala ACT in upravičene tretje osebe so zavezane

- družbo ACREDIA nemudoma obvestiti o spremembi osnovnih podatkov;
- zagotoviti, da njihovi User-ji oz. Superuser-ji portal ACT uporabljajo izključno v skladu s temi pogoji uporabe;
- kot User-je oz. Superuser-je avtorizirati izključno osebe, za katere je uporaba portala ACT potrebna iz poslovne nujnosti;
- skrbeti za varno shranjevanje in skrbno ravnanje s podatki za dostop do portala ACT. K temu sodijo predvsem i) varovanje tajnosti podatkov za dostop, ii) takojšnje sporočilo družbi ACREDIA v primeru neupravičene uporabe podatkov za dostop ter iii) prepoved uporabe dovoljenj uporabnika izven dopustnega in poslovno potrebnega obsega;
- zagotoviti pravilne in aktualne podatke Superuser-jev in User-jev (predvsem v primeru prenehanja delovnega razmerja s sodelavci);
- opustiti vsa dejanja, ki bi morda motila ali omejevala obratovalno varnost, integriteto in razpoložljivost portala ACT ali pa kršila zakonske predpise.

Uporaba portala ACT in upravljanje uporabnikov portala ACT sta v izključni odgovornosti uporabnikov portala ACT in upravičenih tretjih oseb. Vsa dejanja Superuser-jev in User-jev se pripišejo vsakokratnim uporabnikom portala ACT in vsakokratnim upravičenim tretjim osebam. Uporabniki portala ACT in upravičene tretje osebe morajo zagotoviti uporabo portala ACT, ki je skladna s predpisi, potrebne organizacijske okvirne pogoje in upoštevanje le-teh.

4. Nalaganje dokumentov

Dokumenti in informacije, ki so jih uporabniki portala ACT naložili na portal ACT, družba ACREDIA ne preverja glede integritete ali avtentičnosti. Za naložene informacije so odgovorni uporabniki portala ACT. Uporabniki portala ACT so pri posredovanju obvestil v postopku elektronskega podatkovnega prometa odgovoren za to, da so vse potrebne informacije pravilno in v celoti posredovane. Družba ACREDIA ne prevzema nikakršne odgovornosti za pravilnost in celovitost ter pravočasno razpoložljivost naloženih dokumentov. Predvsem pa družba ACREDIA ne jamči za morebitne zamude pri obdelavi zaradi nepopolnih podatkov ali škodo, ki bi izhajala zaradi drugih nepopolnih ali netočnih podatkov.

Uporabniki portala ACT morajo poskrbeti za varno shranjevanje originalnih izvodov naloženih dokumentov. Družba ACREDIA ne prevzema nikakršnega jamstva za izgubo podatkov. Družba ACREDIA si pridržuje pravico, da zahteva predložitev originalnega izvoda.

5. Razpoložljivost

Dostop do portala ACT je načeloma na voljo 24 ur na dan in vsak dan v letu.

However, ACREDIA reserves the right to temporarily block access to the ACT-Portal in order to carry out data backup, system maintenance, other maintenance, database updates or program updates. There can be no assurance that access to the ACT-Portal is possible at any time within the above times; such a guarantee is therefore expressly excluded. The ACT-Customer as well as the entitled third party expressly refrain from asserting claims from the blocking of the ACT-Portal.

6. Data communication

The transmission lines of a telecommunications provider or an Internet provider are used for data communication. ACREDIA accepts no liability for the proper function including data security and availability of the transmission lines.

7. Confidentiality

ACREDIA, ACT-Customers as well as Authorised Third Parties undertake to treat the information received from the other parties in each case as strictly confidential. This obligation to confidentiality shall be imposed on all persons authorised as Users/Superusers. ACT-Customers and Authorised Third Parties shall be liable for contract infringements committed by these persons like for actual fault.

The confidential information made available to the other contracting party shall be used exclusively for the processing of the contracts concluded between ACREDIA and the ACT-Customer.

The obligation to confidentiality is not valid for information made available to the contracting parties by third parties without restrictions.

If there is a legitimate interest in the transfer of the confidential information, there shall be no obligation to confidentiality in relation to: i) OeKB EH Beteiligungs- und Management AG, Euler Hermes-Group (for the members of the Euler Hermes-Group, click on the link www.allianz-trade.com/en_global/our-sites.html; Allianz Trade is a trademark of Euler Hermes) and Oesterreichische Kontrollbank Aktiengesellschaft, ii) reinsurers of ACREDIA Versicherung AG, iii) the Broker who can present to ACREDIA Versicherung AG a Broker's power of attorney signed by the Insured, iv) courts and government agencies if there is a legal obligation to pass on the information or if the information is relevant in civil proceedings between the parties or one of the parties and a third party, v) assignees in connection with assignments of claims from an insurance contract concluded with ACREDIA as well as vi) external consultants of ACREDIA who are subject to the obligation to confidentiality, such as auditors, tax advisers and lawyers in particular.

The obligation to confidentiality according to this section shall also be valid beyond the termination of this contract without any time-wise limitations.

Vendar pa si družba ACREDIA pridržuje pravico do tega, da je dostop do portala ACT začasno zaklenjen za namen izvajanja varnostnih kopij, sistemskih ali vzdrževalnih del, del v bazi podatkov ali zaradi negovanja programa. Ne moremo pa zagotoviti, da je dostop do portala ACT znotraj tega časovnega obdobja vedno mogoč; tovrstna zagotovitev je izrecno izključena. Uporabnik portala ACT in upravičena tretja oseba se izrecno odpovedujeta uveljavljanju zahtevkov zaradi zaklepa portala ACT.

6. Prenos podatkov

Za prenos podatkov se uporablja napeljava za prenos ponudnika telekomunikacij oz. ponudnika spletne povezave. Družba ACREDIA ne jamči za delovanje vključno z varnostjo podatkov in razpoložljivostjo napeljave za prenos skladno s predpisi.

7. Zaupnost

Družba ACREDIA, uporabniki portala ACT in upravičene tretje osebe se zavezujejo, da bodo zaupne informacije, ki jih bodo prejeli od drugih, obravnavali zaupno. Dolžnost varovanja zaupnosti zavezuje vse osebe, ki so avtorizirani kot User-ji oz. Superuser-ji. Za primere prekinitve pogodbe s strani teh oseb se jamči z lastno krivdo.

Zaupne informacije, ki so dane na voljo drugi pogodbeni stranki, se sme uporabljati izključno za izvajanje pogodb, ki obstajajo med družbo ACREDIA in uporabnikom portala ACT.

Dolžnost zaupnosti se ne nanaša na informacije, ki jih pogodbenim strankam sporočijo tretje osebe brez omejitev.

V kolikor je interes za posredovanje zaupnih informacij upravičen, dolžnost zaupnosti ne obstaja, če gre za: i) OeKB EH Beteiligungs- und Management AG, Skupino Euler Hermes (člani skupine Euler Hermes so dostopni na tej povezavi www.allianz-trade.com/en_global/our-sites.html; Allianz Trade je blagovna znamka družbe Euler Hermes) in Oesterreichische Kontrollbank Aktiengesellschaft, ii) pozavarovalce družbe ACREDIA Versicherung AG, iii) posrednika, ki lahko družbi ACREDIA Versicherung AG dokaže pooblastilo posrednika, ki ga je podpisal zavarovalec, iv) sodišča in urade, v kolikor obstaja zakonska dolžnost posredovanja informacij oz. so informacije relevantne v civilnopravnem postopku med strankami ali eno izmed strank in tretjo osebo, v) cesionarje v povezavi z odstopljenimi zahtevki iz zavarovalne pogodbe z družbo ACREDIA ter vi) zunanje svetovalce družbe ACREDIA, ki so podvrženi dolžnosti molčečnosti, npr. go-spodarski revizorji, davčni svetovalci in odvetniki.

Dolžnost zaupnosti po tej točki obstaja brez časovne omejitve tudi po koncu tega dogovora.

8. Liability

ACT-Customers and Authorised Third Parties shall be liable to ACREDIA for all damages resulting from any intentional or grossly negligent breach of these Terms of Use. In any event, ACT-Customers and Authorised Third Parties shall indemnify and hold ACREDIA harmless against all claims by third parties arising from any culpable breach of these Terms of Use.

ACREDIA shall be only liable for intent and gross negligence. ACREDIA is only liable for the reimbursement of the typically foreseeable damage. Liability for direct or indirect consequential damages or for damages of third parties as well as for errors or malfunctions caused by an independent third party or by any other unavoidable event outside the sphere of influence of ACREDIA is in all cases excluded.

There is no entitlement to the constant functioning, availability at any time and access to the ACT-Portal at any time (see 5. Availability above).

ACREDIA does not guarantee the permanent provision of documents for consultation and assumes no liability for the accuracy and validity of the information available via the ACT-Portal.

9. Data Protection and Data Security

ACREDIA, ACT-Customers and Authorised Third Parties undertake to observe the provisions of the General Data Protection Regulation (GDPR) and the Federal Act on the protection of natural persons with regard to the processing of personal data (DSG). For details on the processing of personal data by the Insurer, refer to our privacy policy at the link www.acredia.at/en/privacy-policy.

10. Copyright

The structure and general content of the ACT-Portal, including documents, images and software available for download, are protected by copyright. The duplication or use of texts or pictorial materials is therefore prohibited without the prior consent of ACREDIA.

11. Usage Fee

No separate fee will be charged for the use of the ACT-Portal.

12. Entry into Force, Duration of Agreement and Termination

By registering for the use of the ACT-Portal, an agreement is concluded for an indefinite period of time.

8. Jamstvo

Uporabniki portala ACT in upravičene tretje osebe jamčijo družbi ACREDIA za vso morebitno nastalo škodo, ki temelji na naklepni ali grobi kršitvi teh pogojev uporabe. Vsekakor ste zavezani, da družbo ACREDIA obvarujete vseh zahtevkov tretjih oseb, ki nastanejo na podlagi krivdne kršitve teh pogojev uporabe.

Družba ACREDIA jamči samo v primeru namerne ali grobe malomarnosti. Družba ACREDIA jamči v višini samo za nadomestilo običajno predvidljive škode. Jamstvo za neposredno ali posredno posledično škodo ali škodo tretjih oseb ter za napake ali motnje, ki so bile povzročene s strani neodvisne tretje osebe ali drugega neizogibnega dogodka izven območja vpliva družbe ACREDIA, je vsekakor izključeno.

Zahtevki za neprestano delovanje, neprestano razpoložljivost in neprestan dostop do portala ACT ne obstaja (glejte 5. Razpoložljivost).

Družba ACREDIA ne zagotavlja, da bodo dokumenti trajno na voljo za priklic in ne prevzema jamstva za pravilnost in celovitost informacij, ki se jih lahko prikliče prek portala ACT.

9. Varstvo podatkov in varnost podatkov

Družba ACREDIA, uporabniki portala ACT in upravičene tretje osebe se zavezujejo, da bodo upoštevale določila Splošne uredbe o varovanju podatkov in avstrijskega Zveznega zakona o zaščiti fizičnih oseb pri obdelavi osebnih podatkov (Zakon o varstvu osebnih podatkov). Podrobnosti o obdelavi osebnih podatkov s strani družbe ACREDIA se nahajajo v naši Izjavi o varstvu podatkov na povezavi www.acredia.at/sl/meta/varstvo-podatkov.

10. Avtorske pravice

Postavitev in splošne vsebine na portalu ACT, vključno z dokumenti, slikami in programsko opremo, ki jih lahko prenesete, so avtorsko zaščitene. Razmnoževanje ali uporaba besedil ali slikovnega gradiva je zato brez predhodnega soglasja družbe ACREDIA prepovedana.

11. Plačilo za uporabo

Za uporabo portala ACT se ne zaračunava dodatnih stroškov.

12. Veljavnost, trajanje dogovora in odpoved

Z registracijo za uporabo portala ACT se sklene dogovor za nedoločen čas.

The agreement ends at the latest upon termination of the business relationship, without any further notice of termination being required. The Assignee's right of use automatically ends with the termination of the insurance policy or when the indemnification claims under the insurance policy are ceded back to the ACT-Customer.

ACREDIA, ACT-Customers and Authorised Third Parties are entitled to terminate this agreement at any time without giving reasons, in writing at the end of the following month. In addition, ACREDIA, ACT-Customers and Authorised Third Parties are entitled to terminate this agreement at any time for good cause with immediate effect.

At the end of the agreement, access to the ACT-Portal will be blocked. Possible claims for damages remain unaffected by a termination of this agreement.

13. Modification of the Terms of Use

These Terms of Use are available on the ACREDIA website in the download area in their currently valid version. ACREDIA reserves the right to supplement or amend the Terms of Use, including the conditions of access. ACREDIA will notify ACT-Customers and Authorised Third Parties of any supplements or amendments to these Terms of Use. The amended or supplemented Terms of Use shall be deemed accepted if no objection is raised within one month. An objection to the amended Terms of Use shall be deemed to be a termination of the User agreement with the effect of one month after receipt of the notification of change.

14. Applicable Law and Place of Jurisdiction

Austrian law shall apply to these Terms of Use to the exclusion of the UN Sales Convention and the rules of private international law. The place of performance for the services of ACREDIA is Vienna. The exclusive place of jurisdiction is the court which is competent for the first district of Vienna.

15. Severability Clause

Should individual provisions of these Terms of Use be or become ineffective or invalid in whole or in part, this agreement shall remain in effect and shall not affect the validity and applicability of the remaining provisions. The partially or completely ineffective or invalid provision shall be replaced by an effective provision which, in its economic content, comes as close as possible to the ineffective or invalid provision. The same applies accordingly to any regulatory gaps. ■

Dogovor preneha najkasneje s prenehanjem poslovnega razmerja, za kar ni potrebna posebna odpoved. Upravičenost uporabe za cesionarja preneha samodejno s prenehanjem zavarovalne pogodbe ali povratne cesije zahtevkov za izplačilo iz zavarovalne pogodbe uporabniku portala ACT.

Družba ACREDIA, uporabniki portala ACT in upravičene tretje osebe so upravičeni, da lahko dogovor kadarkoli brez navedbe razloga do konca naslednjega meseca pisno odpovejo. Poleg tega so družba ACREDIA, uporabniki portala ACT in upravičene tretje osebe upravičeni, da lahko dogovor kadarkoli iz pomembnega razloga s takojšnjo veljavo prekinejo.

S prekinitvijo dogovora se dostop do portala ACT zaklene. Morebitne pravice do odškodnine ostanejo zaradi prenehanja tega dogovora nedotaknjene.

13. Sprememba pogojev uporabe

Ti pogoji uporabe so v svoji vsakokratni veljavni različici dostopni na spletni strani družbe ACREDIA. Družba ACREDIA si pridržuje pravico do dopolnjevanja ali spreminjanja pogojev uporabe vključno s predpogoji za dostopanje. O spremembah in dopolnitvah teh pogojev uporabe bo družba ACREDIA obvestila uporabnika portala ACT in upravičeno tretjo osebo. Spremenjeni in dopolnjeni pogoji uporabe veljajo za sprejete, če se jim v roku enega meseca ne ugovarja. Ugovor spremenjenim pogojem uporabe velja kot odpoved dogovora o uporabi z iztekom meseca od prejete obvestila o spremembah.

14. Uporabno pravo in sodna pristojnost

Za te pogoje uporabe se uporablja avstrijsko pravo izključujoč Konvencijo Združenih narodov o pogodbah o mednarodni prodaji blaga in pravil mednarodnega zasebnega prava. Kraj izpolnitve storitev družbe ACREDIA je Dunaj. Izključno sodno pristojnost ima sodišče, ki je za stvarno prisojno za prvi dunajski okraj.

15. Salvatorična klavzula

Če so oz. bodo posamezne določbe teh pogojev uporabe v celoti ali delno neučinkovite ali neveljavne, dogovor v preostalem delu ostane veljaven in veljavnost in uporabnost preostalih določil ostane nedotaknjena. Delno ali v celoti neučinkovite ali neveljavne določbe se zamenjajo z veljavnimi, ki so neučinkovitemu ali neveljavnemu določilo po gospodarski vsebini čim bližje. Enako velja za morebitne zakonodajne pomanjkljivosti. ■