

## Important notice

This is a non-official translation from the original German document "Nutzungsbedingungen" for the ÖAMTC driving license test app (to be found on [www.oeamtc.at/mitgliedschaft/leistungen/nutzungsbedingungen-oeamtc-fueh-rerschein-test-app-67064000](http://www.oeamtc.at/mitgliedschaft/leistungen/nutzungsbedingungen-oeamtc-fueh-rerschein-test-app-67064000)). This translation is only for information purposes and legally non-binding. Only the German version is legally binding.

# Terms and condition of use

## General

The below Terms and Conditions of Use are concluded by and between the Austrian Automobile, Motorcycle and Touring Club, Central Register of Associations [ZVR] No. 730335108, Baumgasse 129, 1030 Vienna (hereinafter „ÖAMTC“), and the user of the ÖAMTC driving licence test application (hereinafter the „App“).

Use of the App by the user is subject to them agreeing to the Terms and Conditions of Use.

The user expressly agrees to these Terms and Conditions of Use by actively ticking a checkbox next to the words „Nutzungsbedingungen akzeptieren“ [Accept Terms and Conditions of Use], which will be displayed when the App is opened for the first time.

## Services

In the free App ÖAMTC provides its users with all official test questions for the theory test for categories A, B and C, as well as an officially accepted L/L-17 logbook.

The goal of the App is to allow users to simulate the theory test and to help them document the practical training phase by providing them with the L/L-17 logbook.

ÖAMTC reserves the right to change, amend, delete or entirely remove the App's services as well as the services linked with the same without notice and without stating reasons.

## Registration

To use all features of the App the user must register for the Club's Mein ÖAMTC [My ÖAMTC] user area. For more details please see the Terms and Conditions of Use of Mein ÖAMTC.

## Description of the features

The App provides the complete up-to-date list of questions for the theory test. It is a simulation of the official test. In addition, the App may be used for documenting the driving lessons taken in the course of the L training outside the driving school. After having completed the driving training the App provides users with a link to registration for on-the-road skill refinement sessions at ÖAMTC's driving technique centres.

Anyone may download and use the App without having to register. Non-registered users may use the features offered to a limited extent only.

## Right to use the App

The App and the underlying software are protected by copyright for an unlimited period of time. ÖAMTC grants the user a non-transferable and non-exclusive right to use the App under these Terms and Conditions of Use. The App may at no time be sold, let or otherwise made available to third parties. Information, brand names or other content (such as photos or graphics) may not be changed, copied, reproduced, sold, let, amended or otherwise exploited without ÖAMTC's prior written consent.



## Duties of the user

When or by using the App the user must not violate accepted principles of morality by their user behaviour. They must not use the App for illegal purposes, infringe ÖAMTC's industrial property rights or copyrights or transmit content containing viruses or other malware that might harm ÖAMTC.

The user is exclusively responsible for making sure that their access data (registration data, login data) is stored securely. No disclosure to third parties is permitted.

## Commencement and termination of use

Effectiveness of the Terms and Conditions of Use commences upon the user downloading the App and agreeing to the Terms and Conditions of Use. The App may only be used if the user agrees to and accepts these Terms and Conditions of Use after having downloaded the App. The App may be downloaded free of charge.

The App may be used free of charge starting from the time of download. The costs of any connection charges that may be payable to the personal network provider (roaming, basic charge) will be borne by the user.

The user may uninstall the App at any time and in this way stop using the App.

ÖAMTC reserves the right to temporarily or permanently discontinue the App at any time without stating reasons. ÖAMTC is also entitled to stop providing the App or specific features of the same to the user free of charge.

## Contents

ÖAMTC researches some of the contents displayed in the App itself and purchases others from third parties. ÖAMTC represents that it holds the rights to the contents itself or has lawfully acquired the rights of use from third parties. However, ÖAMTC assumes no liability for accuracy, completeness or quality of these contents or for the fact that they are up to date.

## Hyperlinks

The App may contain hyperlinks to third-party websites. ÖAMTC assumes no responsibility for the contents of those websites nor is it liable for completeness, accuracy or functionality of third-party websites or for the fact that they are up to date. ÖAMTC does not check the linked information and is not responsible for the contents and information provided there. Use of the same is at the user's own risk.

## Liability

ÖAMTC endeavours to keep the features of the App up to date. However, ÖAMTC assumes no liability for a certain range of services, availability or quality and accuracy of the features and of the transmitted contents. Moreover, ÖAMTC is not liable either for the range of features and faultless operation of the App. ÖAMTC's liability for loss of data or damage to the relevant device or to the relevant data is excluded.

ÖAMTC is under no obligation to make available certain documents or services in the App or to do so at a certain time. ÖAMTC assumes no liability whatsoever for damage or other disadvantages resulting from potential copyright infringements.

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Moreover, ÖAMTC assumes no liability for permanent availability and/or provision or permanent operation of the App. ÖAMTC reserves the right to temporarily or permanently discontinue the App at any time without stating reasons. This will not entitle the user of the App to any claims vis-à-vis ÖAMTC.

If any of the above provisions is inadmissible under applicable law, ÖAMTC's liability shall be limited to the extent permitted by law.



## Device authorisations

The App only uses the features (APIs) provided by the operating system of the device in the manner prescribed by the operating system. The user may prevent the collection of data by changing the settings of the device.

## Access to device memory

ÖAMTC accesses the device memory in order to store the App on the device. Other data (such as photos or media) will be accessed only by way of user input.

## Internet connection

The App requires access to the Internet in order to directly retrieve the data prepared by ÖAMTC and make it available to the user. Data is processed and prepared by ÖAMTC.

## Location

Registered users may use the driving licence App as L17 learner drivers to record and print out their on-the-road drives. Upon request, the App will create a logbook that records every drive, including a map. The data will be stored and the kilometres driven will automatically be added together. For the App to do so the GPS feature must be activated.

In addition, the App can find the nearest driving technique centre for you.

## Data protection

ÖAMTC processes personal data of its users exclusively according to the Data Protection Information.

## Final provisions

The present Terms and Conditions of Use apply for the duration of the user's valid and effective access to the App.

If any provisions of these Terms and Conditions of Use are or become ineffective, the effectiveness of the remaining provisions will not be affected. The ineffective provisions will be replaced by provisions which come as close as possible to the intended purpose. This also applies in the case of a gap in the Terms and Conditions of Use.

ÖAMTC is entitled to unilaterally change the Terms and Conditions of Use (proviso to make unilateral changes).

The user will be pro-actively informed about changes to the Terms and Conditions of Use. If the user does not accept the changes, they will no longer be able to use the App.

Oral agreements or side agreements are ineffective.

The contractual relationship between ÖAMTC and the user is exclusively subject to the laws of the Republic of Austria; the conflict of laws rules are excluded. The court having subject-matter and local jurisdiction over ÖAMTC, 1030 Vienna, Baumgasse 129, ZVR No. 7303351081 has exclusive jurisdiction over all disputes arising out of or in connection with use of the App and/or the present Terms and Conditions of Use, including the issue of conclusion of the contract on use of the App and interpretation of the same.

