



emercard
Mag. Wolfgang Jocher

Heysesstraße 14a
4060 Leonding
Österreich

Tel.: +43 664 42 033 25
eMail: office@emercard.at
Internet: <http://www.emercard.at>

[emercard Mag. W. Jocher, Heysesstr. 14 a, A-4060 Leonding](#)

Emercard – General agreement (Issued June 2011)

1. Scope

The card holder is provided with the Emercard services using of all homepages www.emercard.at only based on the following general agreement. Any agreements of the card holder are not valid, even then, if the provider has not expressly excluded them. This general agreement is valid during the whole duration of the use of the emercard contract until all rising legal rights have been satisfied.

2. Conclusion of contract

To complete the registration form in the emercard-homepage to buy a new emercard licence the card holder has to accept the general agreement of emercard. After successful payment (using a creditcard or a bankcard) a new emercard will be enabled to be used by the card holder at once. So the contract is concluded. Now the card holder may insert and maintain his security emails (maximum three) and print out emercards with his card number as many as he wants.

3. Duration, cancellation

The contract starts with the registration of an emercard number on the emercard server and will expire after one year automatically, if the card holder did not prolong his emercard by himself in time. The procedure to prolong an emercard licence is offered on the emercard homepage and runs similar to the first buy. If an emercard is prolonged in time the card number remains valid and the concerning card may be used another year. The new card periode will always exactly start at the end of the prior periode, and so loss of duration time is prevented even if prolonging is activated long before prior expiration date.

If the card holder did not prolong his emercard licence in time this emercard will be invalid after its expiration date and all security emails will be deleted from the emercard server automatically.

4. Card locking, cancelling the contract, change of provider's legal entity

The card holder may lock his emercard using a concerning function offered in the emercard homepage. In this case the card holder has no rights to get back the licence fee paid or parts of it. Not any prolonging caused by card lock to extend the prior expiration date will take place.

The emercard contract expires at its expiration date, an earlier cancellation by the card holder is excluded. On the other hand the provider has the right to cancel the contract immediately if the card holder uses files or something written or other contents, which are illegal, against public policy, pestering, defamatory, vulgar, blue, racist, hurtful or may be faulted in any other context in the emercard system and the provider has got knowledge about. In this case the provider may demand compensation.

If the provider changes his own name or the name of the product or of the service, if he changes the legal form or if he sells his company to someone else or if the provider takes the emercard system off the market, the card holder has no rights to demand compensation.

The assignment of rights or obligations based on the emercard contract from the card holder to someone else is not allowed for the card holder. To assign claims to someone else or to get money back paid by the cardholder for emercard licences is excluded as well.

5. Warranty / liability / liability exclusions

The emercard provider will not issue any warranty and cannot be held liable for the availability of emercard and the possibility to use the emercard services at any time free of errors. Emercard cannot have any influence on the availability of the internet at any time and on any place and disclaims any liability for the availability and the continuous on-going of the emercard homepages and for the security of the offered services, especially in situations beared e.g. by vis major, disasters, strikes, lockouts, official orders,.... Emercard disclaims any liability for problems concerning the availability and on-going of the emercard homepages caused by technical changes or other measurements to assure an appropriate or revised on-going (services, repairs,...). With focus on the technical specifications of the internet the provider cannot issue any warranty and cannot be held liable for authenticity, accuracy and sufficiency of all informations held in the internet. Emercard points out, that not any warranty will be issued concerning loss of data at any reasons of loss.

All data and informations as well as security directives are only maintained by the card holder. Emercard does not know anything about the content of these records, and so the provider may not be held liable for authenticity, accuracy and sufficiency.

The emercard provider will not issue any warranty and cannot be held liable that the confidant(s) of the card holder will understand all requested actions and will act as requested and will do this in time. Also the emercard provider will not issue any warranty and cannot be held liable that the emercard of the card holder will be found in emergency case and that the dispatch of the security emails will be activated by input of the card number indeed.

With focus on the stipulations above the liability of emercard is limited to intent, gross negligence or breach of contract and in this context to typical predictable harm. Liability for harms beared e.g. by vis major, disasters, strikes, lockouts, official orders,... is excluded.

The provider confirms to proceed according to actual technical standards and to design and redesign the emercard system in a way to reduce possibility and chance for other persons to get knowledge about inserted data of the card holder. The provider may only held liable for harm caused by intention.

6. User's obligations

The user is committed to maintain his security directives continuously and to write them down in way, so that his confidant(s) may understand these directives and may act as requested as well. Only the user is responsible for his complete emercard contents.

The user is committed to replace expenses of his confidants directly to them and to indemnify the provider and hold him harmless in respect of legal proceedings and claims as well.

Data, written, pictures, files, links or other contents, which may be illegal, against public policy, pestering, defamatory, vulgar, blue, racialistic, hurtful or may be faulted in any other context, are not allowed to be stored in the emercard system by the card holder. The user will indemnify and hold the provider harmless in such cases.

The card holder is further committed not to use any files or software which may block the emercard systems in any sense. Counteraction will cause liability of the user for each damage.

Delivery

Delivery of informations for the user has been successful, if emercard uses the last address given to emercard by the user irrespective of whether this information has reached the user indeed or the used address has become invalid meanwhile. The provider has the right to decide between delivery by post or delivery by email.

7. Keeping the emercard / loss of the emercard

The card holder is committed to keep his emercards and all passwords carefully and separated to avoid unauthorized change of his records stored in the emercard system. The provider points out that the provider cannot observe such procedures for system technical reasons and that he never may be held liable in this context.

The user commits himself to avoid access to his emercard by unauthorized persons. In case of loss or even in case of suspicion of loss the card holder is obligated to lock his emercard account by himself and promptly via die emercard homepage.

8. Consideration

To use the emercard services the user pays an annual fee according to what is written in chapter 2. of this general agreement. This annual fee is for one contract year starting with the day of registration of a licence in the emercard system in the internet. If the licence fee is rised or reduced by the provider the new licence fee will be valid from the next prolonging of an emercard licence. During a running periode adaptations will never take place.

To prolong an emercard licence is only possible for another year in advance. Prolongings always start with the day following the day of expiration of the running emercard licence. So if a prolonging is made before the expiration date the user will never face any loss of runtime or expenses.

9. Obligations of the provider

The provider takes precautions according to the state-of-the-art to avoid risks concerning users's data. Emercard data processing will have a strong focus on the intended use and the provider is committed not to deliver any informations about stored security activities or other data to third parties. All employees of the provider will be committed to these obligations.

The provider will do the maximum possible to care for high availability and security of the emercard system according to the state-of-the-art, but it is pointed out what is written in chapter 5. in this general agreement.

The provider will contact the main help organizations, embassies, consulats, trade commissioners according to his possibilities and inform them worldwide about emercard, to make sure that the emercard will be identified as emergency card and the cardnumber will be inserted into <http://www.emercard.info> indeed to start the delivery of the security emails.

10. Privacy Statement

The user agrees to process entered data and information by machine. User's data and especially user's security emails will never be made available by emercard to third parties.

The user acknowledges that his security emails will be stored on the emercard server on the Internet.

11. Cancellation terms and conditions

After a click on the button "Buy this emercard security card" the input form for general data will be opened. By click on the button "Go to cashier" the payment procedure will start. After successful payment the initial setup procedure will create and prepare the basic system files individually for the user. Now the emercard system is ready to receive user's personal security emails.

To claim the right of cancellation a letter has to be written - for safety reasons as a registered letter - addressed to Eva Jocher, Heysestr. 14a, 4060 Leonding, Austria, within 14 calendar days after payment (=date of your individual initial setup) including the registered card number and the exact information including IBAN und BIC-Code where the money should be sent to reimburse the user. For deleting user's initial files the user will be charged.

Please note:

The right of cancellation gets lost after having inserted the first individual security e-mail!

12. Court of jurisdiction / valid law

Court of jurisdiction for all conflicts concerning this contract is the principal office of the provider. Only law will be valid, which is valid at the address of the provider's principal office, if not specific other laws hinder this.

13. Final clause

There are no additional agreements concerning this contract. Changes or additions concerning this contract have to be written down.

If individual provisions of the contractual agreements – including the conditions of business – should prove to be ineffective, this does not affect the effectiveness of the remaining provisions. Without delay the parties shall replace the ineffective provisions by others which as closely as possible approximate to the intentions of the ineffective provisions.

Court of jurisdiction is A-4020 LINZ, Austrian law is valid.

Manufacturer, owner of all rights:

(see also Impressum in <http://www.emercard.com>):

Wolfgang Jocher
Heysestraße 14a
A-4060 Leonding
Österreich

Responsible according to industrial law:

Eva Jocher
Heysestraße 14a
A-4060 Leonding
Österreich

Tel.: +43 664 42 033 25
eMail: office@emercard