

OCCAY terms of service

Version: 14.11.2023

1. General

1.1. bFlow Webdesign (Florian Brunner), operating the "OCCAY online counselling tool" (hereafter referred to as "OCCAY"), provides an online platform (the "Platform" or "Service(s)") designed for career and educational counsellors to offer counselling services (the "Counselling Services") as further specified on app.occay.eu (the "Website").

1.2. The service of OCCAY is available to both individual users seeking counselling (the "Clients") and professional counsellors (the "Counsellors"). For these terms of service, a "Counsellor" is a user (whether an individual or an entity) using the service in a professional or commercial capacity to counsel clients, and a "Client" is any user utilizing the service for personal, non-commercial purposes and on invite by an counsellor.

1.3. Standard business conditions and/or general terms and conditions of the user do not apply, regardless of whether or not OCCAY has expressly objected to them in a particular case.

1.4. OCCAY reserves the right to extend or alter the services and make improvements to accommodate technical progress, prevent misuse, comply with legal requirements, or benefit the user. Changes of a purely technical or procedural nature with no material effect on the user may also be made.

2. Registration and Use of Counselling Services

2.1. Using the service requires registration and setting up a user account by providing a name, address, valid email address, and a password. Upon creating an account and accepting the terms of service and privacy policy, the user can access the counselling services.

2.2. Users must keep their passwords confidential and notify OCCAY immediately of any unauthorized use of their accounts. Users are responsible for all activity on their accounts.

2.3. Until 31.01.2024 the use of the tool is completely free for all users. After this period the situation will be evaluated and a pricing model will be introduced. All customers will be informed in time and no automatic upgrades from free to paid accounts will be made.

3. Availability



3.1. OCCAY does not guarantee uninterrupted or error-free operation of the services and functions. Users are responsible for adequate internet connectivity and meeting system requirements for using the service.

4. Termination of Agreement

4.1. Clients and counsellors may terminate (delete) their accounts anytime. For counselling organization accounts there are separately defined termination clauses in the individual offer.

5. IP-Rights

5.1. Subject to these terms of use, OCCAY grants users a limited, non-exclusive, non-transferable right to use the services.

6. Legal Compliance and Prohibited Use

6.1. The user is responsible for any content they upload to the Platform and must ensure it does not infringe any third-party rights.

6.2. The User must use the Services lawfully and in accordance with these Terms of Use.

7. Indemnification

7.1. Users will indemnify OCCAY for any losses arising from their use of the Services or breach of these Terms.

8. Warranty, Liability

8.1. Liability terms vary based on whether the Service is provided free of charge or for a fee, with limitations in cases of slight negligence.

9. Alternative Dispute Resolution

9.1. OCCAY is not obliged to participate in alternative dispute resolutions.

10. Privacy

10.1. The Privacy Policy on the Website (<https://occay.test/privacy>) details how OCCAY processes personal data.

11. Changes to Terms of Use

11.1. Users will be notified of any changes to these Terms of Use via email.

12. Applicable Law and Competent Courts

12.1. These Terms are governed by Austrian law, with Innsbruck courts having jurisdiction over disputes involving commercial entities.