



Conditions of Use and Data Privacy Statement

1. Conditions of use:

By using/visiting this website, you accept these Conditions of Use with no restrictions or modifications, and confirm that any prior agreements between you and Trumer Privatbrauerei in this regard are hereby obsolete. If you do not wish to agree to these conditions in their entirety, we ask that you please leave this website.

2. Rights to website content:

This website and the entirety of its content (including, but not limited too, all text and visual representations (“Content”)) are the (intellectual) property of Trumer Privatbrauerei or third parties; all rights are reserved unless explicitly indicated otherwise. Furthermore, any content which represents a brand or trademark, logo or other mark is a registered or non-registered trademark of Trumer Privatbrauerei or third parties. Any use that is not permitted according to these conditions or on the basis of written permission from an authorised person is forbidden. Trumer Privatbrauerei hereby notes that it will take advantage of all options and resources available to it under the law (including criminal law) in order to protect its intellectual property from unauthorised use.

3. Use of this website:

Trumer Privatbrauerei allows the use of this website under the following conditions: - downloading photos is forbidden, unless expressly indicate otherwise; other content may be downloaded for private, non-commercial purposes, provided that all copyright and other property or authorisation notices included in such content are retained in their entirety; - transmission, depiction, reuse, publication, processing (in any form), forwarding, modification or copying (irrespective of the previous paragraph) or sale, or any other use, is only permitted with written permission from Trumer Privatbrauerei; - use of the website for the posting or transmission of

defamatory, threatening, misleading, incorrect, pornographic, or discriminatory material, or other material intended to harm or demean the dignity, honour, reputation, or other aspects of the physical and mental integrity of other persons, is also forbidden, as is encouraging others to criminal or other unlawful behaviour - Trumer Privatbrauerei will cooperate with all investigating authorities that demand the disclosure of the identity of persons who violate this prohibition; - Hyperlinks to this website may only be installed with the written approval of Trumer Privatbrauerei; - use of the website for any form of advertising is forbidden.

4. Data Privacy Statement:

Protecting your personal data is a high priority for us. Therefore, we process your data exclusively on the basis of applicable statutory provisions (GDPR, TKG 2003 (Telecommunications Act of 2003)). This data privacy statement informs you of the most important aspects of how data is processed in connection with our website.

4.1 Contact with us

If you contact us through a form on our website or via email, the data you provide is stored in our system for purposes of processing your request and in case of any follow-up questions. We will not share this data with anyone else without your consent.

4.2 Data storage

Please note that in order to simplify purchases on the site and for later processing of your contract by the web shop operator, cookies are used to store the IP data of the Internet subscriber, as well as the buyer's name and address.

In addition, for contract processing purposes, the following data is also stored in our system, if provided: Buyer's business address, date of birth, telephone number. The data you provide is required to complete the contract and/or for the implementation of precontractual measures. Without this data, we cannot conclude the contract with you. The data is not shared with others, except for the transmission of credit card information to the selected financial institution/payment services provider for the purpose of charging the purchase price, to the transport/shipping company that ships the goods to you on our behalf, and to our tax advisor to fulfil our tax obligations.

If the purchase procedure is cancelled, the data stored in our system is deleted. In the event that a contract is concluded, all data arising from the contractual relationship are stored until the end of the retention period required under tax law (7 years). In addition, data for the buyer's name, address, purchased goods and purchase date are stored until the end of the product liability period (10 years). Data is processed on the basis of the statutory provisions of § 96 (3) TKG and of Art. 6 (1) line a (consent) and/or line b (necessary for fulfilment of the contract) of the GDPR.

4.3 Cookies

Our website uses cookies. These are small text files that are saved on your device by your browser. They do not cause any damage.

We use cookies to provide a more user-friendly experience. Some cookies remain stored on your device until you delete them. They allow us to recognise your browser the next time you visit our site.

If you do not want this to happen, you can set up your browser so that it tells you when cookies are about to be saved so that you can approve them on a case-by-case basis. Deactivating cookies may restrict the functionality of our website.

4.4 Google Analytics

This website uses functions of the Google Analytics web analytics service. The provider is Google Inc., 1600 Amphitheatre Parkway, Mountain View CA 94043, USA. We have concluded a contract with the provider for the processing of order data.

The relationship with the web analytics provider is based on European Commission document C (2016) 4176 (the “EU-US Privacy Shield”). Google Analytics uses targeted cookies of this type. For more information on how Google Analytics processes user data, see the data privacy statement from:

Google: <https://support.google.com/analytics/answer/6004245>

You can prevent the data created by the cookie and relating to your use of the website from being sent to and processed by Google by downloading and installing the browser plugin available at the following link: <https://tools.google.com/dlpage/gaoptout>

4.5 IP anonymisation

Your IP address is recorded, but immediately pseudonymised (e.g. by deletion of the last 8 bits). In this way, only a rough location can be determined. Data is processed on the basis of the statutory provisions of § 96 (3) TKG and of Art. 6 (1) line a (consent) of the GDPR. Our interest in the sense of the GDPR (legitimate interest) is to improve our website and the services we offer. Because our users’ privacy is important to us, user data is pseudonymised.

4.6 Privacy Policy

This website is designed for use by people interested in Trumer Privatbrauerei and the products it manufactures. The non-binding information provided on this website are intended to provide the most complete possible overview of the activities of Trumer Privatbrauerei. All information, images and texts on this website are protected by copyright. Trumer Privatbrauerei assumes no liability for the correctness and/or completeness of the information. May contain errors and/or incorrect information.

5. Newsletter:

You can subscribe to our newsletter through our website. To subscribe, you must provide us with your first name, last name, email address, and a statement indicating that you agree to receive the newsletter.

The provider is MailChimp, The Rocket Science Group LLC, 675 Ponce de Leon Ave NE, Suite 5000, Atlanta GA 30308, USA. We have concluded a contract with the provider for the processing of order data. The relationship with the newsletter provider is based on European Commission document C (2016) 4176 (the “EU-US Privacy Shield”).

Double opt-in: once you have registered to receive the newsletter, we will send you a confirmation email with a link to confirm your registration. You can cancel your newsletter subscription at any time through the following link. We will then immediately delete your data relating to the newsletter subscription.

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6. Disclaimer:

The content of this website is subject to change at any time, and is made available in its currently visible form and layout with no guarantee or other assurances of any kind (including but not limited to any assurance of usability for a particular purpose or application or freedom from third-party rights).

Note that some legal systems do not allow for an exclusion of liability, so that some of the above restrictions may not be applicable to you. Nevertheless, Trumer Privatbrauerei shall not be held responsible for ensuring that the content of this website is free of third-party rights, or that its content is correct or up to date.

Use of this website is at the visitor’s own risk and responsibility. Any contractual or non-contractual liability of Trumer Privatbrauerei, its affiliated companies, employees, other representatives, agents, or other third parties who were involved in the website’s design or implementation, for direct or indirect damages or other disadvantages resulting from or in connection with the use of this website, is excluded. Note that some legal systems do not allow for an exclusion of liability, so that some of the above restrictions may not be applicable to you.

7. Hyperlinks:

The website may contain links to third-party websites. In the absence of any mechanisms of influence and control, Trumer Privatbrauerei cannot control the content of this website and is therefore not responsible for such content, for the security of the website, or for the conduct of the website operator. Nevertheless, any liability of Trumer Privatbrauerei with regard to any links on the website is excluded especially in the event that the linked websites or their content: violate the intellectual property rights of third parties; contain incorrect, incomplete or misleading information; are not appropriate for a particular use or purpose; do not provide the necessary security; contain viruses or other harmful programs or content; contain insulting or defamatory

content.

Trumer Privatbrauerei does not recommend either the content of these websites or any products or services that may be offered on these sites. If you set up or activate a link to these websites, you do so on your own responsibility and without the permission of Trumer Privatbrauerei.

8. Changes to these conditions:

Trumer Privatbrauerei reserves the right to change these conditions at any time and without notification by updating this document. You are bound by the current, most up-to-date version of the document, and should therefore visit this page regularly in order to view the current conditions.

9. Applicable law and court of jurisdiction:

For all disputes arising in connection with these conditions and your use of this website, it is agreed that Austrian law shall apply (excluding the United Nations Convention on Contracts for the International Sale of Goods and the provisions of international private law or other domestic or EU regulations relating to comparable situations) and that the competent court in Salzburg shall be exclusively responsible.