

Terms and Conditions

§1 Scope

The following general terms and conditions (also known as 'GTC') apply to all orders from / via our online shop.

§2 contractual relationship

Basis of all contracts between the customer and:

SK-Designz | Pascal Srock
Unterlipper Strasse 37
45731 Waltrop
Germany

are these terms and conditions, unless expressly stated otherwise.

§3 subject matter of the contract

The subject of the contract is the acquisition of chargeable & free graphics, media and / or digital content for the software (CMS) "Community Suite" from WoltLab GmbH via the online shop.

When purchasing digital content, it can be downloaded directly after completing the order and payment. Consumers have a statutory right of withdrawal, about which we instruct separately under **§6 Right of Withdrawal** .

§4 Conclusion of the contract

The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalog. By clicking the order button, you are placing a binding order for the products in the shopping cart. The confirmation of the receipt of the order takes place together with the acceptance of the order immediately after sending by an automated message. The contract is concluded with this confirmation.

A binding contract can also come about beforehand as follows:

If you have chosen the PayPal payment method, the contract is concluded when you confirm the payment order to PayPal.

§5 Right of Use

The respective provisions of the license agreement apply to software products purchased by us.

We grant our customers a lifelong right of use for purchased software products. In the event of gross abuse, the right of use can be withdrawn (see **§14 License Withdrawal**). The rights of transfer and resale are based on the conditions of

the license agreement in accordance with paragraph 1.

§6 right of withdrawal

Consumers have a fourteen-day right of withdrawal.

Cancellation policy

You have the right to cancel this contract within fourteen days without giving a reason.
The cancellation period is fourteen days from the day the contract is concluded.

In order to exercise your right of withdrawal, you must send a clear declaration (e.g. a letter sent by post or E-mail) of your decision to withdraw from this contract.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

(If you want to cancel the contract, please fill out this form and send it back.)

Model withdrawal form

SK-Designz | Pascal Srock
Unterlipper Strasse 37
45731 Waltrop
Germany
Email: kontakt@sk-designz.de

I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)

Ordered on (*) / received on (*)

Name of the consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only if this is notified on paper)

Date

(*) Delete as appropriate.

Consequences of the withdrawal

If you cancel this contract, we have to repay all payments that we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this

repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment.

Waiver of the right of withdrawal

After purchasing a chargeable file, you have a 14-day right to exchange it. By confirming the terms and conditions when purchasing **you expressly** waive your right of withdrawal - of course, defective files are excluded from this & will be reimbursed or treated on a goodwill basis.

§7 Subject and form of delivery

After purchase, customers receive the contractual software products from us as downloadable file (s) in the shop software (download).

The software has the functionality specified in the accompanying documentation.

Delivery is usually made by making the software products available for download in the customer account. Customers will receive a notification that the software has been made available.

A hard copy (e.g. CD, DVD, USB stick, other storage media) of the purchased software will not be made available.

§8 Payment Options

The following payment methods are available in our shop:

PayPal

You pay the invoice amount via the online provider PayPal. In principle, you must be registered there or register first, legitimize with your access data and confirm the payment instruction to us. You will receive further information during the ordering process.

PayPal buyers have the PayPal buyer protection offered there.

Transfer

Alternatively, you can pay on **Invoice** .

§9 Exchange of style files

A so-called exchange of the style files is basically **not** possible.

§10 support services

For customers (first-time buyers), support for purchased products is guaranteed for at least 6 months from the date of sale, this extends to technical functions of the style and CSS problems. Support inquiries are only processed and processed via the support forum or, to a limited extent, by email.

For customers who have taken on a first-time account, support is not guaranteed and is severely limited.

§11 Disclaimer / Liability for Defects

The seller is liable for damage, provided that intent or gross negligence can be proven, within the framework of the statutory provisions. Liability for slight negligence is excluded.

The customer is responsible for data security. The customer must carry out and store so-called "backups" independently and completely before the service (if necessary). The customer is responsible for any damage / missing files.

No liability is accepted for any damage caused by incorrect / improper use of the products purchased and the extensions supplied.

Adjustments by the customer / user

No liability is assumed for incorrect adjustments made by the customer / user or from their area of responsibility.

Compensation for consequential damage and financial loss, savings not achieved, work performed by the customer, loss of interest and damage from third party claims against the contractor is excluded in any case, to the extent permitted by law.

Serious deficiencies in the software supplied are handled by the included support.

§12 Forwarding of the user account / Account sharing

A transfer / sale of the personal user account / account sharing is strictly **prohibited**. In the event of a violation, the account will be blocked and access rights will be severely restricted.

§13 Shop Account / License Transfers

Customers may transfer the licenses they have acquired to other people, provided they are members of SK-Designz.de. The customer may not demand any additional fees for the transfer of his licenses, the purchase price may not exceed what was paid when the original purchase was made.

To start the move process, please go to My Account > Licenses and click the Move license button below the license you want. Please provide the full username of the future owner and his / her full address in the form. After an intensive review, we will carry out the postponement process in a timely manner. A processing fee of **5.00 EUR** is due for the license transfer, which the seller has to pay.

In principle, SK-Designz.de assumes no liability for damage caused by fraud in the sale of licenses.

§14 License withdrawal

You undertake to use the software we offer only to the extent permitted by law and in accordance with these general terms and conditions. Misuse leads to the exclusion of the granted right of use (e.g. by unauthorized removal of the copyright, use of CSS code parts of the products for other commercial / non-commercial products or use for websites with illegal content / warez). The license granted and the associated right of use will be withdrawn after misuse becomes known (license withdrawal). Released or acquired files must be completely removed.

Payments already made will, as far as legally permissible, only be refunded within 14 days of purchase of the product on a goodwill basis. After the 14-day period has expired, payments will already be made Payments non-refundable.

§15 Applicable Law

The law of the Federal Republic of Germany applies to the exclusion of the UN Sales Convention (CISG).

§16 Place of jurisdiction & place of performance

If the customer acts as a merchant, legal entity under public law or a special fund under public law with headquarters in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the business address of the seller (Waltrop / Germany). If the customer is based outside the territory of the Federal Republic of Germany, the seller's place of business is the exclusive place of jurisdiction for all disputes arising from this contract, if the contract or claims from the contract can be attributed to the customer's professional or commercial activity. In the above cases, however, the seller is always entitled to call the court at the customer's registered office.

§17 Online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO

The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>. Consumers have the opportunity to use this platform to settle their disputes. However, we would like to point out that we are neither obliged nor willing to participate in the dispute settlement procedure within the framework of the European online dispute settlement platform.

Translation via Google Translator. We do not guarantee the accuracy of the translation.

Last update: 01.11.2020