

# Terms and Conditions

## §1 Scope of application

For all orders from / about our online shop the following general terms and conditions (also called 'AGB') apply.

## §2 contractual relationship

Basis of all contracts between the customer and:

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

Value added tax identification number: Not required according to § 19 UStG (small business regulation)

are these listed general terms and conditions, unless otherwise expressly noted.

## §3 Subject matter of the contract

Object of the contract is the purchase of paid & free graphics, media, and/or digital contents for the software (CMS) "Community Suite" of WoltLab GmbH via the online shop. If digital contents are purchased, they can be downloaded directly after completion of the order and payment. Consumers have a legal right of revocation, about which we separately instruct under **§6 Right of revocation**.

## §4 Conclusion of contract

The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalogue. By clicking on the order button, you place a binding order for the products contained 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. With this confirmation, the contract is concluded. A binding contract may also be concluded in advance as follows: If you have chosen the payment method PayPal, the contract is concluded at the time of your confirmation of the payment order to PayPal.

## §5 Right of use

For software products purchased from us, the respective provisions of the license agreement shall apply. We grant our customers a lifelong right of use for purchased software products. In case of gross misuse, the right of use can be withdrawn (see **§14 Withdrawal of license**). The rights of transfer and resale are governed by the terms of the license agreement in accordance with paragraph 1.

## §6 Right of revocation

Consumers have a fourteen-day right of withdrawal.

### Withdrawal instruction

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period shall be fourteen days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us (SK-Designz | Pascal Srock, Unterlipper Straße 37, 45731 Waltrop, Germany / e-mail: kontakt@sk-designz.de) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post). In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period. (If you wish to cancel the contract, please fill out this form and return it.)

### Sample withdrawal form

SK-Designz | Pascal Srock

Unterlipper Straße 37  
45731 Waltrop  
Germany  
E-mail: kontakt@sk-designz.de

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods (\*)/ the provision of the following services (\*)

Ordered on (\*)/received on (\*)

Name(s) of consumer(s)

Address of the consumer(s)

Signature(s) of consumer(s) (only if communicated on paper)

Date

**(\*) Delete as applicable.**

### **Consequences of the revocation**

If you revoke this contract, we shall repay to you all payments which we have received from you immediately and at the latest within fourteen days from the day on which we received notification of your revocation of this contract. We will use the same means of payment as you used in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

### **Withdrawal from the right of withdrawal**

After purchasing a paid file, you have the right to exchange it for two weeks. By confirming the terms and conditions of purchase **you expressly renounce** your right of withdrawal - of course defective files are excluded & will be refunded or treated on a goodwill basis.

## **§7 Subject and form of the delivery**

Customers receive the contractual software products from us after purchase as downloadable file(s) in the shop software (download). The software has the functionality specified in the enclosed documentation. As a rule, delivery is effected by making the software products available for download in the customer account. Customers receive a notification about the provision of the software. A hard copy (e.g. CD, DVD, USB stick, other storage media) of the purchased software is not provided.

## **§8 Payment possibilities**

The following payment methods are available in our shop:

### **PayPal**

You pay the invoice amount via the online provider PayPal. You have to be registered there or register first, legitimize with your access data and confirm the payment order to us. You will receive further information during the ordering process. PayPal buyers have the PayPal buyer protection offered there.

### **Bank transfer**

Alternatively, you can use the payment option **Invoice**.

## **§9 Exchange of style files**

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

## **§10 Support services**

For customers (first-time buyers), support for purchased products is guaranteed for at least 6 months from the date of purchase, including technical style features and CSS issues. Support requests will only be processed via the support forum or conditionally via e-mail. For customers who have taken over a first buyer account, support is not guaranteed and

severely limited.

## **§11 Disclaimer / Liability for defects**

The Seller shall be liable for damages, insofar as intent or gross negligence is proven, within the framework of the statutory provisions. Liability for slight negligence is excluded. No liability is assumed for any damage caused by incorrect / improper use of the purchased products & extensions supplied.

### **Adjustments by the customer / user**

No liability is assumed for incorrect adaptations by the customer / user or from their area of responsibility. Compensation for consequential damage and financial loss, savings not achieved, work expenditure incurred by the user, loss of interest and damage from third-party claims against the contractor shall be excluded in all cases to the extent permitted by law. Gross defects in the delivered software will be handled by the included support.

## **§12 Passing on of the user account / account sharing**

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

## **§13 Shop Account / license transfers**

Customers may transfer their purchased licenses to other persons if 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 correspond at most to the original purchase has been paid. To start the transfer process, please go to My Account > Licenses and click on the Move License button below the desired license. Please enter the full user name of the future owner and his/her full address in the form. After an intensive check we will execute the postponement process promptly. A processing fee of 5.00 EUR is due for the license transfer, which the seller has to bear. SK-Designz.de assumes no liability for damages caused by fraudulent license sales.

## **§14 License withdrawal**

You undertake to use the software offered by us only to the extent permitted by law and these General Terms and Conditions. An abusive use 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). After an abusive use has become known, the granted license and the associated right of use will be withdrawn (license withdrawal). Files provided or acquired must be completely removed. Payments already made will, as far as legally permissible, only be refunded within 14 days after purchase of the product on a goodwill basis. After expiry of the 14-day period, payments already made will not be refunded.

## **§15 Applicable law**

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

## **§16 Place of Jurisdiction & Place of Performance**

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

## **§17 Online dispute resolution according to Art. 14 para. 1 ODR-VO**

The European Commission provides a platform for online dispute resolution (OS) which can be found 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 resolution procedure within the framework of the European Online Dispute Resolution Platform.

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

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