

## Terms and Conditions

### General

KittMedia offers software and services, which can be used on a webspaces or server. Their usage need the agreement to the following terms and conditions.

### Contractual Language

The Contractual Language is English.

### Coverage

This conditions apply for every business relation between KittMedia and its customer, who takes demand on the services of KittMedia in its internet shop or an order.

Unless otherwise agreed in writing, different conditions are not applicable. Oral deviations are disagreed.

### License and Access

KittMedia grants the download of a purchased product in its internet shop by the customer in the customer area after receiving the complete amount of the product and the usage of the product under the accepted licensing terms.

The customer receives one license for his requested product if it was an order, which will be sent him by e-mail address or via private conversation on the website of KittMedia. For losing the product after a successful transfer only the customer is liable.

In case the customer violates the license of a product or attract negative attention by disturbance or defiance the terms of use on the website of KittMedia, KittMedia reserves the right to to withdraw the usage rights and the whole license and ban the customer.

### Customer Account

The sales over the KittMedia Internet Shop are only possible if the customer has previously created an account on the website. The account will be provided by KittMedia for an unlimited period of time. For the successful purchase, it is necessary that the customer fills in the personal data in the account for the conclusion of a contract (first and last name, full address and e-mail address).

Every customer is allowed to have exactly one customer account. For verifying the personal data will be used anonymously.

The customer commits himself to keep his login data (username and password) secret and to inform KittMedia in case of misuse, even if it is only a suspicion. If KittMedia was not informed, KittMedia is allowed to disable the customer account and to refuse the use of any previously supplied products by the customer.

The customer is responsible for all activities with his customer account, unless there is no violation of on the duties of care. In the event of a breach of the duty of care or breach of the license terms of a product, KittMedia has the right to disable or delete the customer account.

The account is cancelable at any time free of charge. For this, the corresponding function can be used in your own profile. That goes under: „click on the username -> Settings -> Management“ and must be used by the customer himself. The cancellation can be revoked within 14 days, only after then is the account permanently deleted.

## Allocation of the Service

All products available in the internet shop can be downloaded in form as a digital download from each customer in his customer account. Also any documents, which may exist, can be viewed there. Should exist an update for a product, it will be provided in the same form.

When ordered, the allocation takes place per e-mail address from the customer.

A physical form of dispatch does not exist. The same goes for any documents, which may exist.

## Services

Unless otherwise agreed, the customer is responsible from services by KittMedia for data loss, for used hard- and software and any communication costs. A warranty for the services will only be given, when the required hard- and software is demonstrably suited for the respective service.

The customer has to tell KittMedia all information, that could simplify the process of service and handed the necessary access to the server.

Should the hard- and software for the respective service not be suitable, then the customer is committed to ensure a suitable hard- and software and has to carry cost and liability for this. Is the execution from a service after that not possible, then KittMedia is acquitted from a service supply and can step back from the contract.

## Rights of Use

The respective license of terms apply for all products.

KittMedia grants the customer a non-exclusive spatially unlimited right to use or change the adjustment for adaptations grants. A passing of the adaption is excluded at all times. All rights remain by KittMedia.

## Liability

KittMedia is liable in cases of intent, or gross negligence in accordance with the legal provisions. Liability for guarantees occurs independently.

KittMedia guarantees the customer a time period of minimum 2 years from the date of purchase to download the products from the internet shop.

KittMedia is not liability for errors in soft- and hardware , which are not related to KittMedia or intentionally violence, which could prevent the correct usage of the products, likewise by adaptations from the customer or others.

## Warranty

The customer is entitled to all and any statutory warranty rights if they apply to the current version of the product without any modification. These statutory warranty rights lapse, unless the law stipulates otherwise, 24 months after

delivery/acceptance. The warranty period shall be extended by any period during which the delivery/service cannot be used due to nonconformity.

## Conclusion of the Contract

It is necessary for the accomplishment of a contract that the customer submits an offer. The display of products and services from KittMedia is not a legally firm offer.

The customer can submit an offer by pushing the button “add to cart” on one or more products. He can remove the products in the cart at all time by clicking the delete symbol. Furthermore it is possible to freeze or cancel the order process. Only by clicking the button “chargeable order” submits the Customer a firm offer.

Every firm order is changeable or cancelable from the customer before activation at all time. To do this he has to call up the order in the customer area.

he contract between the customer and KittMedia is accomplished with the activation of the order by KittMedia and the resulting access to the respective products. A confirmation will be send to the stored e-mail address in the customer area.

Orders, which are not carried out via the internet shop, takes place solely in writing instead. The customer receives the respective confirmation and possible additional existing documents after a written agreement on the conditions of the order.

## Payment

The customer is committed to pay the whole bill, which he will receive after he made an order, within 14 days. No VAT will be reported in terms of our prices. All costs and fees for a successful transaction are carried by the customer.

Should a partial payment be overdue, thus KittMedia has the right to stop the work or use it otherwise and reclaim all copies of a product and if that should not be possible, to demand the deletion of those copies. Until the full payment KittMedia owns all rights to the products and their adaptations. In addition, KittMedia is entitled to cancel the order and make claims under this conditions asserted. By delay of payment the customary bank rates will be charged.

The customer has no right to withhold payment because of incomplete delivery, guarantee or warranty claims or defects.

## Orders

The customer can hire KittMedia to create a product or to perform a service for him. By placing an order, the customer enters into a legally binding contract with KittMedia, which lasts until the successful delivery of the product or providing the service.

The customer has to notify KittMedia all the information that lead to the simplification of the work or improvement of the commissioned product or providing the service. For delivery delays or additional costs which are due to insufficient information from the customer, are carried by him.

If the product after the handover may be defective which do not exclude a usage, thus is the product after the handover by KittMedia until and including the 7th day Repaired free of charge. This only applies to previous proper use by the customer.

Both partners have the option to cancel the order under certain circumstances. Cancellation by the customer is possible if either delivery delays occur, caused by the sole negligence or wrongful act of KittMedia, or delivered a product

or a service has been performed, which is outside of the written concept of the customer.

A withdrawal by the customer entitled KittMedia, to calculate all services supplied so far including an allowance of 25% of the fixed contract value.

KittMedia is entitled to cancel the order if a reason exists, which prevents the successful delivery of a product or performing a service.

## Right of Withdrawal

Customers have the right to withdraw the contract within fourteen days without any reason. The cooling-off period is fourteen days after signing the agreement or after you or one you have elected who is not carrier has received the product or the last part of the product. To execute your right of withdrawal you have to send us, KittMedia, Eibenweg 9, 70597 Stuttgart, Germany, +49 711 95338411, [webmaster@kittmedia.com](mailto:webmaster@kittmedia.com), an explicit declaration (e.g. a letter per post, telefax or email) with your decision to withdraw the contract. You can use the Pattern Withdrawal Form or our website to contact us. By using one of these methods we will immediately send you an acknowledgment of receipt (e.g. by email) of your withdrawal. It is sufficient to send the message of your withdrawal before the cooling-off period is expired.

### Result of the Withdrawal

By withdraw this contract we have to send you every payment we received from you, including the delivery expenses (with exception of additional costs, you have got by using another delivery method as the cheapest of our standard delivery methods), immediately and not later than fourteen days from the day we received the message of your withdrawal of this contract. We use the same payment method, which you used on your transaction, for our back payment except that anything else was agreed; in no case we will charge any fee for this back payment. We can refuse the back payment until we get back the product or until you have proved that you have started to send us the product, depending on which is the former moment.

If you requested to start the services within the cooling-off period you have to pay us an appropriate amount, which is consistent to the part of the already provided service in comparison to the combined total service of the contract.

You have to send back the product withing fourteen days from your withdrawal. You have not to send back digital products.

According to Section 356 (5) BGB expires the right of withdrawal, granted to the customer, if the product has been downloaded from the customer area.

## Pattern Withdrawal Form

- To  
Matthias Kittsteiner  
KittMedia  
Eibenweg 9  
70597 Stuttgart
- Email: [webmaster@kittmedia.com](mailto:webmaster@kittmedia.com)
- Phone: +49 711 95338411
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

## **Data Protection**

All information provided by the customer will be treated in accordance with our Privacy Policy.

## **Final Provisions**

All changes to these terms or the contract between the customer and KittMedia must be made in writing.