

## **General terms and conditions**

### **§ 1 Coverage and vendor**

(1) These general terms and conditions apply for all orders, that are transmitted using the online page [www.jTrainGraph.de](http://www.jTrainGraph.de). Vendor is

Moritz Scherzinger  
Goslarer Straße 61  
70499 Stuttgart

(2) The products we provide in our web shop are only meant to be bought by vendees, that are at the age of 18 and above.

(3) Our deliveries, our services and offers are only performed on base of these general terms and conditions. They are applied to all business partners, also in the future, even if they are not negotiated separately. We strictly decline to include the terms and conditions of a vendee, if they veto our terms and conditions.

(4) Language of all contracts is german or english.

(5) You can download and print the most current terms and conditions on our website [www.jTrainGraph.de](http://www.jTrainGraph.de)

### **§ 2 Formation of contract**

(1) Presenting the goods in the online-shop is no request for formation of a contract. It is a non-binding request for users to buy software in the online shop.

(2) You sign a binding offer to buy as soon as you click on „Send order (and be liable to pay)“ (§ 145 BGB).

(3) The contract enters into force as from the time, the content is unlocked / a hyperlink to the bill is presented.

### **§ 3 Fees**

According to § 19 Abs. 1 UStG no turnover taxes are taken into account.

### **§ 4 Conditions of payment; Delays**

(1) Payment has to be performed in advance.

(2) Choosing the available means of payment is performed by us. We reserve the right to instruct you to use a specific mean of payment.

(3) If your payment is delayed, you are bound to pay interest for delay according to the legal regulations to the amount of 5 percents above the base lending rate. For each reminder we send our to you, we will charge 5 €, if your payment is delayed. In the individual case, a lower or higher damage has to be proved.

### **§ 5 Set-Off / right of retention**

(1) You only have a right for a set-off, if your counter claim is determined legally binding, if it is not denied, if its accepted by us, or if it is in a close synallagmatic relation to our claims.

(2) You can only use a right of retention, if your counter claim is based on the same contractual relationship.

## **§ 6 Delivery**

(1) If not agreed differently, the delivery is performed by providing a download link and a serial number. The download link can be used and starts the download to a storage medium chosen by you.

(2) It is in your responsibility to keep software ready, that enables you to open, edit and print the files and contents in a proper way.

## **§ 7 Revocation**

If you are a vendee according to § 13 BGB, that means you buy the product to use it non-commercially and not in your profession, you have the right for revocation applying the following regulations.

### **Right for revocation**

You have the right, to revoke this contract within 14 days without mentioning reasons.

The revocation has to be performed within 14 days after you got the good / the serial number.

To revoke the contract, you have to inform:

Moritz Scherzinger  
Goslarer Straße 61  
70499 Stuttgart

E-Mail: [Moritz-Scherzinger@gmx.de](mailto:Moritz-Scherzinger@gmx.de)

Telephone: +49 151 645 103 71

with an written order (e.g. per postal mail, per E-Mail).

To obtain the deadline, it is sufficient to send the written order before the deadline.

### **Impact of the revocation**

If you revoke the contract, we will pay back all payments, we received from you within 14 days after the day, when we had received your revocation. We will use the same mean of payment, that you used when you performed the transaction to us, if no other mean of payment is negotiated with you. In none of the possible cases are you charged any fees.

We can refuse to pay back your money, before we got back the good or before you can prove, that you sent back the good.

(1) This right for revocation applies not in these cases:

- when software is delivered in a sealed packing, or if the download link and the serial number are already provided to you

(2) The right for revocation expires according to § 356 Abs. 5 BGB for a contract concerning the delivery of contents, that are not deployed on a physical data storage medium, if the the vendor did already start processing the task, that was negotiated in the contract and the vendee agreed, that the vendor is allowed to start processing the task before the deadline of revocation applies and that the right of revocation expires at this point in time.

## **§ 8 Warranty**

(1) If no other regulation is negotiated, the terms for warranty are based on the legal regulations (§§ 433 ff. BGB).

(2) If you are vendee according to § 13 BGB, the period of limitation for the warranty is one year. This limitation does not hold for claims because of damages to the health, body or life or the

violation of an essential contractual obligation, whose implementation was the base for the contract or whose adherence can be trusted regularly (Kardinalpflicht) and also for purposely / grossly negligent violations of duties of the vendor.

(3) Besides that, the legal regulations apply for warranty issues.

(4) *does not apply in this version of the terms and conditions*

## **§ 9 Accountability**

(1) We are not liable for any damages to hard- or software or financial losses due to the usage of the application, if they are not caused by purposely / grossly negligent activities of us, our assistants or attorneys.

It is not allowed to use our software in a safety critical environment and to give the software any kind of safety responsibility. It has always to be taken into account, that bugs and errors may occur.

(2) Besides that, the following limited accountability applies: In case of slightly negligent carelessness we are only liable if a essential contractual obligation is hurt, if the implementation is the base for the whole contract or whose adherence can be trusted regularly (Kardinalpflicht). In case of slightly negligent carelessness the accountability is limited to the damages, whose appearance was foreseeable at the time the contract was signed. This limitation of accountability is also valid for our assistants.

## **§ 10 Copy rights and right of usage**

(1) All digital contents are provided preserving the copy rights.

(2) The customer purchases – if not mentioned different in the bill – a time-invariantly granted, non-transferrable right to use the software for non-commercial purposes. The customer is not granted any exploitation rights. In particular, he is not allowed to distribute the software in any way (digitally, printed format, thoroughly or in extracts) (§ 17 UrhG), to provide it in public or to third parties. The right to duplicate the software is limited to activities, that only serve the use of the customer.

(3) The right to use the application is granted under the condition, that the payment is performed completely.

(4) The customer is not allowed to remove any copy right notations, trade marks or any other legal reservations.

(5) The vendor has the right to mark digital contents, that are provided, with individual obvious or hidden marks to identify the user. This is only used to determine and prevent the abusive use.

(6) In case of an non-permitted usage of the digital contents by the customer or an third party, the customer commits to pay a price, that is defined by use according to equitable discretion and also, in case of a clash, the contractual penalty defined by a court.

## **§ 11 Alternative for settlements of disputes**

The EU-commission provides a platform for extrajudicial settlements of disputes. Customers have the possibility, to settle disputes linked to online orders without going to a court. This platform is available on this external hyperlink: <http://ec.europa.eu/consumers/odr/>

We try to settle disputes conjointly. Besides that, we are not obliged to take part of a conciliation and can't offer this to you.

## **§ 12 Final clause**

(1) If one or more regulations in these terms and conditions are invalid or become invalid, the rest of the regulations is not affected.

(2) For contracts between you and us, only German law is applicable excluding the regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Legal regulations of the country, where you usually live, are not touched by the choice of law.

(3) if you are businessman, body corporate organised under public law or separate assets under public law, our place of business is the place of jurisdiction for all disputes related to contracts between you and us.

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