

General Terms and Conditions (GTC)

1. Application

These terms and conditions will apply to the purchase of the Goods by you (the customer or you). We are of Wernerstr. 43, D-03046 Cottbus, Germany with - hereinafter referred to as "supplier", "we" or "us". These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these terms and conditions.

2. Definitions

In these terms and conditions, the following terms shall have the following meanings:

- Consumer refers to an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.
- Contract means the legally binding agreement between you and us for the supply of the Goods.
- Goods means the (digital) products advertised on the Website that we supply to you of the number and description as set out in the Order.
- Order means the customer's order for the Goods from the supplier as submitted following the step by step process set out on the Website.
- Website refers to our website at www.haushalts-geld.de on which the Goods are advertised.
- Digital Content signifies data produced and delivered in digital form, such as computer programs, applications, games, music, videos or texts, irrespective of whether they are accessed through downloading or streaming, from a tangible medium or through any other means.

3. Goods

- The description of the Goods is as set out in the Website or other form of advertisement. Product images are for illustrative purposes only and may differ from the actual product and are not contractual.
- All Goods which appear on the Website are subject to availability.
- We can make changes to the Goods that are necessary to comply with any applicable law or safety requirement. In this case, we will notify you.

4. Personal information

We retain and use all information strictly under our privacy policy. We may contact you by using email or other electronic communication methods only if you explicitly have agreed to this.

5. Basis of sale

- The description of the Goods in the Website does not constitute a contractual offer to sell these Goods. When an Order has been submitted on the Website, it can be rejected by us for any reason. In this case, we aim to let you know the reason without delay.
- Upon placing an order on our Website, which is completed by clicking the 'place order' button and confirming the payment, the customer is submitting a binding offer to conclude a Contract with us for purchasing the selected product from our Website. A Contract will be formed for the sale of Goods ordered only when you receive an email from us confirming the Order (order confirmation) or when we deliver any Goods supplied under the Contract to you - even without prior order confirmation. By placing an Order you agree to us concluding a Contract by means of an email with all information in it, e.g. the order confirmation or a link for downloading Digital Content. If your Order is about Digital Content, then you will receive the order confirmation along with the download link for your Order via an automatically generated email. You will receive this email within a reasonable time once your payment has been successfully processed. With this we accept your offer. For this purpose, please make sure that the email address you provided us with is correct and that the receipt of emails is technically possible and not prevented by SPAM filters. You must ensure that the order confirmation is complete and accurate and inform us immediately of any errors as appropriate.
- We intend that these terms and conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so we can provide you with a Contract with terms that are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

6. Price and Payment

- The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
- The prices quoted in the respective offers as well as any shipping costs represent total prices. They include all price components including all applicable taxes.
- The methods of payment available to you are indicated by a button on the Website or in the relevant offer.
- Unless otherwise stated for the individual payment methods, the payment claims from the concluded Contract are due for payment immediately.

7. Delivery of Digital Content

When you purchase Digital Content through our Website, you can access this content in two ways.

- Firstly, there will be a download link on the order confirmation screen. Secondly, we will deliver the Goods by means of an email as digital download by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than two days after the day on which the Contract is entered into.
- In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract as at an end if:
 - a) we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
 - b) after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
- If you treat the Contract as at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
- You can download each digital product purchased by you for a maximum of 48 hours from your purchase. If you have not received an automated email with your download link, please check your junk or SPAM folder first as it is possible that our email has been blocked by the security settings on your computer. In the unlikely event that you still have problems with your download, we will send your digital Order to your email address. For this purpose, please use the email address you have given to PayPal when contacting us so we can verify you as a legitimate recipient.

8. Right of withdrawal

For information regarding your legal right of withdrawal in the case that you are a Consumer, please consult the information about the [right of cancellation](http://www.privatebudgeting.com/legal/cancellation) at www.privatebudgeting.com/legal/withdrawal-policy.php.

9. Conformity

- We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if our Goods do not meet the following obligation.
- Upon delivery, the Goods will:
 - a) be of satisfactory quality;
 - b) be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract was concluded, you made known to us (unless you

do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and

- c) conform to their specification.
- It is not a failure to conform if the failure has its origin in your materials.
- After purchasing our Goods, we will support the customer in getting started with their new equipment within reasonable bounds.

10. Privacy

Your privacy is important to us. We respect your privacy and comply with the General Data Protection Regulation (GDPR). These terms and conditions should be read alongside, and are in addition to our policies, including our [privacy statement](http://www.haushalts-geld.de/en/privacy-statement.php) at www.haushalts-geld.de/en/privacy-statement.php.

11. Limitation and exclusion of liability

The supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of the supplier's other legal obligations. Subject to this, the supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time the Contract was concluded, or (ii) loss (e.g. loss of profit) to the customer's business, trade, craft or profession which would not be suffered by a Consumer - because the supplier assumes that the customer entered into a Contract as a Consumer, who as such is expected to not buy the Goods wholly or mainly for its business, trade, craft or profession.

12. Governing law, jurisdiction and complaints

- The Contract (including any non-contractual matters) is governed by the law of Germany. In the case of Consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the country of the Consumer's habitual residence is not thereby withdrawn (principle of favourability).
- We try to avoid any dispute, so if a dispute occurs, we encourage customers to [contact us](#) to find a solution by mutual agreement. We will try our best to respond with an appropriate solution within 5 days.

13. Contract language, contract text storage

- The language of the contract shall be German.
- After completing the Order, the Contract text will not be saved by us for safety reasons and therefore will not be accessible any more on the internet. Before

sending their Order, Consumers may print out or electronically save the Contract data using the print function of their web browser. After receipt of the Order by us, the Order data, the legally prescribed information for distance selling contracts and the general terms and conditions will be sent to you by email.

14. Intellectual Property Rights

All intellectual property rights - including copyright - in the content of our Website and our other web pages, digital downloads and trademarks, logos and service marks displayed on the site are owned, controlled or licensed by the operator of this Website. In accessing our web pages you agree that you may only download and use the content for your own personal and non-commercial use. You are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of our web pages or Digital Content (digital downloads) for any other purpose whatsoever without the prior written permission of the operator of this Website. Except as set out above, these terms do not grant, and nothing in these terms should be construed as granting any licences or rights to use any of our intellectual property rights.

15. Warranty and disclaimers

Within the framework of foreseeable requirements, the supplier warrants the best possible reproduction of the advertised Goods in accordance with the corresponding customary technical standards. However, the customer must be aware that based on the current state of the art it is not always possible to ensure a completely flawless reproduction of advertised Goods. The warranty does not apply to product defects if they are caused by the use of unsuitable software or hardware by the user or a defect in the product that does not significantly impair its purpose. The warranty shall not include disruptions arising from computer defects or interrupts on the customer's end or in the communication channels between the customer's and our servers. If a download does not work, the user can repeat it within 48 hours. Any further claims for damages of the customer relating to the delayed delivery or service are excluded. This shall not apply in cases of mandatory liability in the event of intent or gross negligence or in other legal cases.

16. Mandatory information about online dispute resolution

Aiming to make online shopping safer and fairer, the European Commission provides a platform for online dispute resolution (ODR) at www.ec.europa.eu/Consumers/odr. This platform is intended to serve as a point of contact for the out-of-court resolution of disputes relating to contractual obligations under online sales contracts and online service contracts. We are required by law to provide an easily accessible link to this platform and a way to contact us. Please find our contact information under [section 1](#) of these terms and conditions. We do not participate in settlements through any consumer arbitration bodies.