

Consumers' Right of Revocation/ Cancellation

Notice of right of withdrawal for supply of goods

Consumers are entitled to the following right of withdrawal when acting as customer/buyer:

You have the right to withdraw from this contract within 60 days without stating any reasons. The withdrawal period amounts to 60 days from the date on which you placed the order.

In order to exercise your right of withdrawal, you must inform us in writing by email using the Sample withdrawal form listed below to: helpdesk@digistore24.ie) of your decision to withdraw from this contract by means of a clear declaration. In order to comply with the withdrawal period, it is sufficient to send the notification stating that you wish to exercise the right of withdrawal before the withdrawal period expires by email to helpdesk@digistore24.ie.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you; we will not charge you any fees for this refund in any case.

We may refuse to issue a refund until we have received the goods or until you have provided proof that you have returned the goods (as applicable) – whichever occurs earlier.

The goods need to be sent back to us immediately, in any case within 14 days after you have informed us about the withdrawal of the contract. The deadline is secured if you ship the goods within those 14 days. You will bear the direct costs of return of goods.

You must pay for any deterioration of the goods only if such deterioration was caused by handling them beyond what was necessary for examining the quality, features, and functioning of the goods.

Note:

There is no right of withdrawal (i) in the case of distance contracts for the supply of goods that are not prefabricated and for which individual selection or specification by the consumer is decisive for their production or that are clearly tailored to the personal needs of the consumer (unless such bespoke goods have an error for which Digistore24 is responsible), (ii) for the supply of magazines, newspapers, or journals with the exception of subscription contracts, (iii) for distance contracts for the supply of sealed goods which are not suitable for return owing to health protection or hygiene reasons and were unsealed after delivery, (iv) for distance contracts for the supply of goods which, according to their nature, were inseparably mixed with other goods after delivery, (v) for distance contracts for the supply of audio or video recordings or computer software in sealed packaging which were unsealed after delivery.

Notice of right of withdrawal for supply of digital content

Consumers are entitled to the following right of withdrawal when acting as consumer/buyer:

You have the right to withdraw from this contract within 60 days without stating any reasons. The period amounts to sixty days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us by email to helpdesk@digistore24.ie of your decision to withdraw from this contract by means of a clear declaration.. In order to comply with the withdrawal period, it is sufficient to send the notification stating that you wish to exercise the right of withdrawal before the withdrawal period expires.

A consumer shall have a right to withdraw from this contract under the Consumer Rights Act 2022 where digital goods do not conform with specifications. You have the right of remedy where there is a lack of conformity in the digital good(s) within 6 years from the time we supplied or were required to supply the digital content. We shall not be responsible for any lack of conformity arising from your failure to fully or correctly install any updates provided by us.

Consequences of withdrawal

If you withdraw from this contract within 60 days, we shall reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you. We will not

charge you any fees for this refund in any case.

If you withdraw from this contract within 2 years, you may receive a proportionate reduction in the price payable under the contract, under the Consumer Rights Act 2022.

Notice of right of withdrawal for the provision of services

Consumers are entitled to the following right of withdrawal when acting as customer/buyer:

You have the right to withdraw from this contract within 60 days (unless otherwise specified) without stating any reasons. The period amounts to 60 days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us by email to helpdesk@digistore24.ie of your decision to withdraw from this contract by means of a clear declaration. You may use the attached sample withdrawal form, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient to send the notification stating that you wish to exercise the right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you; we will not charge you any fees for this refund in any case.

If you have requested the services to start during the withdrawal period, you must pay us a reasonable amount corresponding to the portion of services already performed until the date on which you notified us about the assertion of the right of withdrawal as compared to the full scope of services provided in the contract.

Notice of right of withdrawal for contracts providing for partial or installment payments

Customers/buyers who are consumers and have concluded installment payment agreements with us are entitled to the following right of withdrawal:

Right of withdrawal

You can withdraw from your contract within 60 days without stating any reasons under the Consumer Rights Act 2022. The period begins at the time that you have received the goods or

services. Notice of withdrawal must be sent by email to: helpdesk@digistore24.ie).

Special considerations in the case of other contracts

If you are entitled to a right of withdrawal with respect to the purchase of goods, the delivery of digital content or the provision of services, you shall no longer be bound by these Terms once you have effectively canceled the specified transaction.

Consequences of withdrawal

If you withdraw from this contract, we must reimburse all payments which we have received from you, including delivery costs (except for additional costs resulting from choosing a type of delivery other than the most favorable standard delivery offered by us), without delay and no later than fourteen days from the date of receipt of your notice of withdrawal from this contract. For this refund, we will use the same means of payment which you used for the original transaction unless otherwise expressly agreed with you. We will not charge you any fees for this refund in any case.

You must send or hand over the goods to us without delay and, in any case, no later than fourteen days from the day on which you give us notice of withdrawal of this agreement. The period is deemed to have been complied with if you submit the goods before the period of fourteen days has expired.

You will bear the direct costs of return of goods.

You must pay for any deterioration of the goods only if such deterioration was caused by handling them beyond what was necessary for examining the quality, features, and functioning of the goods. If you have requested the services to start during the withdrawal period, you must pay us a reasonable amount corresponding to the portion of services already performed until the date on which you notified us about the assertion of the right of withdrawal as compared to the full scope of services provided in the contract. You are obliged to pay compensation for the value of digital content delivered prior to withdrawal if you have expressly agreed that delivery of the digital content should begin before the end of the withdrawal period.

Non-existence of a right of withdrawal

The rights of withdrawal mentioned in this policy are exclusively available to consumers. However, a possible right of withdrawal does not arise for consumers under the Consumer Rights Act 2022 if, for example, one of the following types of contract exists:

1. a service contract, where the service has been fully supplied and the supply of the service began with the consumer's prior express consent and acknowledgement that he or she will lose the right to cancel once the service has been fully supplied by the

trader;

2. a contract under which the trader supplies or undertakes to supply a digital service to the consumer and under which the consumer does not pay or undertake to pay the price of the digital service, where the digital service has been fully supplied;
3. a contract under which the trader supplies or undertakes to supply a digital service to the consumer and under which the consumer pays or undertakes to pay the price of the digital service, where—
 1. the digital service has been fully supplied; and
 2. the supply of the digital service began with the consumer's prior consent and acknowledgement that he or she will lose the right to cancel once the digital service has been fully supplied by the trader,
4. a contract under which the trader supplies or undertakes to supply digital content that is not supplied on a tangible medium to the consumer and under which the consumer does not pay or undertake to pay the price of the digital content, where supply of the digital content has begun;
5. a contract under which the trader supplies or undertakes to supply digital content that is not supplied on a tangible medium to the consumer and under which the consumer pays or undertakes to pay the price of the digital content, where—
 1. supply of the digital content has begun;
 2. the consumer provided prior express consent to the supply beginning during the cancellation period and an acknowledgement that he or she will thereby lose the right to cancel; and
 3. the trader provided confirmation of the contract in accordance with [section 105](#) or, as the case may be, [section 109](#),
6. a contract under which the trader supplies or undertakes to supply goods, a service or a digital service, whose price is dependent on fluctuations in the financial market that may occur during the cancellation period and that cannot be controlled by the trader;
7. a contract for the supply of non-prefabricated goods made on the basis of an individual choice of, or decision by, the consumer;
8. a contract for the supply of goods that are clearly personalised;
9. a contract for the supply of goods that are liable to deteriorate or expire rapidly;
10. a contract for the supply of sealed goods that—
 1. are not suitable for the return for health protection and hygiene reasons; and
 2. were unsealed after delivery,
11. a contract for the supply of goods that are, according to their nature, inseparably mixed with other items after their delivery;
12. a contract for the supply of an alcoholic beverage where—
 1. the price has been agreed at the time of the conclusion of the contract,
 2. the delivery of the beverage is to take place more than 30 days after the conclusion of the contract; and
 3. the value of the beverage is dependent on fluctuations in the market that cannot be controlled by the trader,

13. a contract for the supply of sealed audio or sealed video recordings or sealed computer software that were unsealed after delivery.

Sample withdrawal form

(If you wish to withdraw from this contract, please complete and submit this form.)

-To Digistore24 MSLW Limited (Digistore24 MSLW Limited, Ormond Building, 31-36 Ormond Quay Upper, D07 EE37 Dublin 7, Ireland, fax: -, email: helpdesk@digistore24.ie)

-I/We () hereby withdraw from the contract concluded by me/us () for the purchase of the following goods (+)/the rendering of the following services (*)

-Ordered on ()/Received on ()

-Name of the consumer:

-Address of the consumer:

-Signature of the consumer (only if notice of withdrawal on paper) Date

-(*) Delete as appropriate.