Terms and conditions of Digistore24 for buyers

Table of Contents

Terms and conditions of Digistore24 for buyers

Section 1 Validity
Section 2 Subject matter
Section 3 Conclusion of contract
Section 4 Software
Section 5 Prices
Section 6 Payment terms/default/termination
Section 7 Right of revocation for consumers
Template revocation form
Section 8 Delivery and delivery time, provision and update
Section 9 Transfer of risk
Section 10 Retention of title
Section 11 Warranty
Section 12 Limitation of liability
Section 13 Dispute Resolution

Section 14 Credit agencies (e.g. SCHUFA/Boniversum)
Section 15 Place of performance, place of jurisdiction, applicable law, offset and assignment, identity of the customer

Terms and conditions of Digistore24 for buyers

Section 1 Validity

1. The terms and conditions (hereinafter referred to as "T&Cs") shall apply to the free use of the online platform www.digistore24.com (hereinafter referred to as "online platform"), as well as for all contracts concluded via the same between Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany (hereinafter referred to as "we" or "Digistore24") and you as our customer (hereinafter referred to as "customer" or "buyer").

2. In this regard, we address our offers both to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) (hereinafter referred to as "entrepreneurs") and to consumers within the meaning of Section 13 of the German Civil Code (BGB) (hereinafter referred to as "consumers"), including for all future business relationships,

regardless of whether they are expressly agreed upon again.

3. A consumer within the meaning of Section 13 of the German Civil Code (BGB) is any natural person who enters into a legal transaction for purposes which cannot be predominantly classified as being for the purpose of a commercial or self-employed professional occupation.

4. Pursuant to Section 14 of the German Civil Code (BGB), entrepreneur refers to a natural or legal person or a partnership with legal personality that acts in exercise of their or its trade, business or profession when concluding legal transactions.

Section 2 Subject matter

1. Digistore24 shall provide all services described below exclusively under these terms and conditions. Any deviating terms and conditions of the customer shall not form part of the contract even if Digistore24 does not expressly object to their validity.

2. The customer shall have the opportunity to purchase various products via the online platform. These may be new or used goods, digital content, services or other services. In addition, Digistore24 offers subscriptions, which may relate to the purchase of products or the provision of services. We sell products and services on our own behalf and for our own account from merchants and service providers (hereinafter referred to as "contractual partners") who, in the event of a contract being concluded between us and the customer, have committed to provide services directly to the customer. As such, the delivery of a product or the provision of a service is carried out through our contractual partners (whose logo appears in the ordering process), who act as our vicarious agents. This also applies to all types of services and even memberships.

3. Our contractual partners shall be entitled to include additional product-specific terms and conditions of use, if applicable. These may be supplementary license agreements, warranty agreements or product-specific agreements. These shall then apply between the customer and our vicarious agents.

Section 3 Conclusion of contract

1. Placing the relevant product in the online shop shall not represent a binding offer to conclude a contract from Digistore24 to the customer. In order to purchase products via Digistore24, the customer may access the relevant order form and then enter the order data in the order mask provided. After selecting the shipping method and the desired payment method, the customer has the option to check the contents of the order again

after pressing the button "Complete order". On some order forms, verification is even possible without clicking on "Complete order". In this case, the button is omitted. By clicking the button "Buy now and proceed to payment", the customer shall be deemed to have sent their binding offer to conclude a contract. By sending the order, these terms and conditions shall form part of the contract. After the order process, the customer shall receive an email from Digistore24 confirming the order. This order confirmation shall represent acceptance of the offer sent by the customer to Digistore24. Until the button "Buy now and proceed to payment" is clicked, the customer may change or delete their information on the order form at any time.

2. Digistore24 shall store the contract text of the order, while the customer can print it before sending their order to us by clicking on "Print" in the final step of the order process.

3. Furthermore, we shall also send the customer an order confirmation with all the order details to the email address provided by them.

4. With the order confirmation, the customer shall receive an invoice for the acquired service. The customer shall agree that this invoice will be sent exclusively in electronic form.

5. The customer can access further information regarding data protection at any time at https://www.digistore24.com/page/privacy.

6. If the customer chooses the SEPA direct debit mandate as the payment method, the creditor ID is DE87ZZZ00000019937. The direct debit mandate can be viewed at https://www.digistore24.com/de/home/extern/find_my_order/find.

7. Digistore24 shall be entitled to reject contract offers without stating reasons.

8. If the customer is an entrepreneur, offers from Digistore24 shall be non-binding and subject to change.

9. The contract language shall be German only.

10. The customer shall not be entitled to resell digital content to third parties pursuant to Section 327 (2) (1) of the German Civil Code (BGB). This specifically includes the sharing of access data to content that has been provided to the customer. Reselling shall be permitted if Digistore24 has granted prior written consent for this.

11. The customer shall only be entitled to purchase goods in quantities typical for a household. Digistore24 shall be entitled to either revoke the contract or terminate it and

exclude the customer from further purchases at its discretion if there is any suspicion of the customer engaging in commercial resale of goods.

12. After placing an order, the customer may be offered additional products for purchase (upsells). This again represents a request of Digistore24 to make an offer to purchase the product. In order to make this offer, the customer only needs to click on the displayed order area. The contract shall be concluded upon order confirmation issued by Digistore24. For the order, Digistore24 shall use the customer and payment data previously used. Digistore24 expressly points out that ordering an upsell shall not form part of the previously concluded contract, but constitutes a separate additional contract. For each upsell order, the customer shall receive a separate order confirmation.

13. Unless expressly agreed upon during the order, the customer shall have no entitlement to receive answers to content-related questions about the purchased product. The offer of support shall be limited to addressing questions related to contract processing and organization.

14. If a contract exists in accordance with Section 1 (1) of the Distance Learning Protection Act (FernUSG), the terms and conditions agreed upon at the time of contract conclusion for the purchase of services within the scope of the FernUSG shall take precedence over these terms and conditions.

Section 4 Software

1. If a delivered product consists of or contains software, this software shall be delivered in accordance with the respective license terms.

2. This software may only be reproduced, adapted, translated, made available, distributed, modified, disassembled, decompiled, retranslated, or combined with other software to the extent that this is expressly permitted by the license terms or the relevant laws, in particular Section 69 (d) (2 and 3) and Section 69 (e) of the Copyright Act.

3. The buyer shall indemnify Digistore24 from liability and from all claims and costs arising from the infringement of third-party intellectual property rights by the buyer.

Section 5 Prices

1. The prices at the time of the order shall apply. All prices are quoted in EUR and include VAT.

2. Shipping costs shall not be included in this price and shall be displayed separately in the order process.

3. The total amount to be paid including shipping costs shall be payable with immediate effect.

4. If the customer is an entrepreneur, the prices shall be exclusive of packaging, freight, postage, shipping costs, and insurance. Insofar as our purchase prices, transportation costs, business-related taxes, and other costs affecting the individual price change between contract conclusion and the agreed delivery date – in the case of a non-commercial transaction only if this period is more than 4 months – and become unforeseeably altered for us, either of the contracting parties may request a corresponding price adjustment.

5. If the subject matter of the contract is an automatically renewing subscription with a minimum term, Digistore24 shall be obliged to announce price increases at least 3 months before the minimum term expires. In the event of timely notification, the customer shall have a special right to terminate the contract before the contract term expires.

6. Digistore24 shall be entitled to entrust a third party with the customer's information.

Section 6 Payment terms/default/termination

1. Digistore24 offers different payment methods to customers. These are PayPal, Klarna, credit card payment with Mastercard or Visa, electronic direct debit, Sofortüberweisung, or bank transfer. Digistore24 shall reserve the right, at its sole discretion, not to offer one or more of the aforementioned payment providers.

2. If the customer purchases a product related to a subscription ("subscription product") or a product or service that includes partial payments via the Digistore24 order form, the customer hereby grants us consent to use the selected payment method also for the individual recurring partial payments. The amount of the payments to be made depends on the product purchased. The prices and the agreed payment period are always clearly stated on our order form.

3. If the customer terminates the contract in accordance with section 7 or if the contract is rescinded for other reasons, we shall refund the remuneration already paid. To make this repayment, we shall use the same payment method that was used in the original transaction. If a SEPA mandate is issued, simultaneous chargeback by the customer is not necessary. In order to verify the identity of the account holder, we shall be entitled

to request proof, such as a copy of an official document showing the current address details. If the customer, after having initiated a chargeback and receiving repayment from us, does not repay the unauthorized amount received after we have set a reasonable deadline, we shall be entitled to demand information from the account-holding bank of the purchaser regarding the account holder's personal data to help us enforce our claims under civil law. In addition, we shall reserve the right to file a criminal complaint in this instance.

4. We shall be entitled to request the submission of copies of official documents for identity and plausibility checks.

5. If the customer defaults on the payment of an installment, we shall be entitled to terminate the agreed installment payment and demand immediate payment of the remaining sum in full.

6. If the customer purchased a subscription product and defaults on the payment for a monthly subscription, we shall be entitled to terminate the respective contract without notice. In this case, taking into account the early termination, the customer shall owe compensation amounting to the profit lost by us minus expenses saved. The damages shall amount to 80% of the agreed monthly payment from the time of termination until the end of the agreed subscription. The customer shall be at liberty to prove that we have incurred no or less damage.

7. If the customer is in default with one or more outstanding payments, Digistore24 shall be entitled to assign the claim to third parties or to instruct a third party to collect the debt. Claims asserted by Creditreform Essen Stenmans & Waterkamp KG, Hohenzollernstr. 40, D-45128 Essen on our behalf may still be settled by payment to Digistore24.

8. Claims arising from default exceeding clauses 5 to 7 shall remain unaffected.

9. The customer shall receive an invoice from Digistore24 for the product they purchase. The customer shall be kindly asked to carefully check the information on the invoice. Invoice corrections shall only be considered in exceptional cases. Should the customer request an invoice correction resulting from errors for which Digistore24 is not responsible, a correction and accompanying change to the invoice shall only be made if

    a. the request for an invoice correction is received by Digistore24 from the customer within 60 days of the conclusion of contract and,

    b. relates to the correction of the recipient's name, street and house number or VAT ID, which the customer accidentally entered incorrectly when placing the

order.

Digistore24 shall be entitled to charge the customer for any additional costs incurred as a result of a requested correction, unless the billing correction is required as a result of an error made by Digistore24.

10. If the contractual relationship between Digistore24 and the contractual partner ends during the term of the contract, Digistore24 shall be entitled to terminate the contract with a notice period of two weeks. Digistore24 hereby consents to the transfer of the contractual relationship to another contractual partner in this case.

11. If the contract is transferred to another contractual partner after termination pursuant to no. 10, all mutual claims of the parties shall expire. This shall not apply insofar as the customer is in default with a payment from the period prior to the end of the contractual relationship between Digistore24 and the contractual partner.

12. Design statements, in particular notices of termination, contestations as well as revocations shall be submitted exclusively to Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, fax: +49 (5121) 9289223, email address: support@digistore24.com.

13. For automatically renewing subscriptions, Digistore24 expressly points out that they can be terminated by the customer from the time the contract is concluded until expiry of the contract term. The termination must be made in writing to Digistore24 or by using the cancellation button provided for this purpose on www.digistore24.com. If the customer, regarded as an entrepreneur according to section 14 of the German Civil Code (BGB), does not terminate the subscription before the end of the current contract term, the contract shall be automatically renewed for the period agreed upon when the order was placed, unless otherwise agreed. For consumers, the contract shall be renewed for an indefinite period of time after the expiry of the agreed contract term and may then be terminated on a monthly basis. The conditions for automatic renewal and the respective notice periods, as well as the expected costs, can be viewed in the order confirmation and via the order overview page.

Section 7 Right of revocation for consumers

Revocation policy for the supply of goods

If the buyer is a consumer, they shall have the following right of revocation:

You shall have the right to revoke this contract within fourteen days without giving any

reason. The revocation period shall be fourteen days from the day on which you or a third party designated by you, who is not the carrier, took possession of the goods. In the case of a contract for several goods that you ordered as part of a single order and which are delivered separately, the period shall begin on the day on which you or a third party designated by you, who is not the carrier, took possession of the final goods.

To exercise your right of revocation, you must notify us (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, Fax:+49 (5121) 9289223, Email address: support@digistore24.com) of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by post, fax, or email). You can use the attached sample revocation form for this purpose, although it is not mandatory. To comply with the revocation period, it is sufficient for you to send the communication concerning your exercise of the right of revocation before the revocation period expires.

The consequences of revocation

If you revoke this contract, we shall reimburse you all payments received from you, including delivery costs (except for any additional costs resulting from your choice of a different delivery type than the least expensive standard delivery offered by us), without undue delay and in any event no later than fourteen days from the day on which we receive notification of your revocation of this contract. For this repayment, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged for this repayment.

We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the revocation of this contract. The deadline shall be deemed to have been met if you send back the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods.

You shall only have to pay for any loss in value of the goods if this loss in value is attributable to handling of the goods that is not necessary for testing the quality, characteristics, and functionality of the goods.

Note

The right of revocation shall not apply to distance contracts for the delivery of goods magazines or journals, except for subscription contracts; to distance contracts for the delivery of additional goods that are not suitable for return due to health protection or

hygiene reasons IF their seal has been removed after delivery; to distance contracts for the delivery of goods IF they have been inseparably mixed with other goods due to their nature after delivery;

Revocation policy for the delivery of digital content

If the buyer is a consumer, they shall have the following right of revocation:

You shall have the right to revoke this contract within fourteen days without giving any reason. The revocation period shall be fourteen days from the date of conclusion of the contract. To exercise your right of revocation, you must notify us (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, Fax:+49 (5121) 9289223, Email address: support@digistore24.com) of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by post, fax, or email). You can use the attached sample revocation form for this purpose, although it is not mandatory. To comply with the revocation period, it is sufficient for you to send the communication concerning your exercise of the right of revocation before the revocation period expires.

The consequences of revocation

If you revoke this contract, we shall reimburse you all payments received from YOU, including delivery costs (except for any additional costs resulting from that), immediately and no later than fourteen days from the day on which we receive notification of your revocation of this contract. For this repayment, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will YOU be charged for this repayment.

Revocation policy for the provision of services

If the buyer is a consumer, they shall have the following right of revocation:

You shall have the right to revoke this contract within fourteen days without giving any reason. The revocation period shall be fourteen days from the date of conclusion of the contract. To exercise your right of revocation, you must notify us (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, Fax:+49 (5121) 9289223, Email address: support@digistore24.com) of your decision to revoke this contract by means of a clear statement (e.g. a letter sent by post, fax, or email). YOU can use the attached sample revocation form for this purpose, although it is not mandatory. To comply with the revocation period, it is sufficient for YOU to send the communication concerning your exercise of the right of revocation before the revocation period expires.

The consequences of revocation

If you revoke this contract, we shall reimburse you all payments received from YOU, including delivery costs (except for any additional costs resulting from that), immediately and no later than fourteen days from the day on which we receive notification of your revocation of this contract. For this repayment, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will YOU be charged for this repayment.

If you requested that the service should commence during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which YOU notify us of your exercise of the right to revoke the contract relative to the total scope of the service envisaged in the contract.

Revocation policy for installment contracts

If the buyer is a consumer or Sections 491 to 512 of the German Civil Code (BGB) are applicable in accordance with Sections 513 of the German Civil Code (BGB), and the buyer has entered into an installment payment agreement with us, the buyer shall be entitled to the following right of revocation:

Right of revocation

You may revoke your contractual declaration within 14 days without giving reasons. The period shall begin after conclusion of the contract, but only after you have received all mandatory information according to Section 492 (2) of the German Civil Code (BGB) (e. g. information about the type of loan, information about the net loan amount, information about the contract term). You shall be deemed to have received all mandatory information if it is contained in the copy of the application or the copy of the contract document intended for you, or in a copy of your application or the contract document intended for you, and such documentation has been provided to you. You may subsequently be informed about mandatory information that has not been included in the contract text on a durable medium; in this case, the revocation period shall be one month. You must be reminded again of the start of the revocation period upon receiving the subsequently included mandatory information. To comply with the revocation period, it is sufficient to send the revocation in due time if the notice is made on a durable medium (e. g. letter, fax, email). The revocation must be sent to us (Digistore24 GmbH, St.-Godehard-Straße 32, 31139 Hildesheim, Germany, Fax: +49 (5121) 9289223, Email address: support@digistore24.com) .

Special features for additional contracts

If you are entitled to a right of revocation with regard to the purchase of goods, the

delivery of digital content, or the provision of services, you shall also no longer be committed to this loan agreement upon effective revocation of the specified transaction.

The consequences of revocation

If you revoke this contract, we shall reimburse you all payments received from you, including delivery costs (except for any additional costs resulting from your choice of a different delivery type than the least expensive standard delivery offered by us), without undue delay and in any event no later than fourteen days from the day on which we receive notification of your revocation of this contract. For this repayment, we shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case shall you be charged for this repayment.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the revocation of this contract. The deadline is met if you send back the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods.

You shall only have to pay for any loss in value of the goods if this loss in value is attributable to handling of the goods that is not necessary for testing the quality, characteristics, and functionality of the goods.

If you requested that the services should commence during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of revocation with respect to this contract relative to the total scope of the services envisaged in the contract.

You shall be obliged to pay compensation for the value of the digital content delivered up to the time of revocation if you expressly agreed that delivery of the digital content would begin before the end of the revocation period.

End of revocation policy

Non-existence of a right of revocation

The rights of revocation mentioned in this statement shall exclusively apply to consumers. However, a possible right of revocation shall not arise for consumers in accordance with Section 312 (2) of the German Civil Code (BGB) even if one of the following types of contract exists:

1. Contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive, or which are clearly tailored to the personal needs of the consumer.

2. Contracts for the supply of goods that can spoil quickly or whose expiration date would be quickly exceeded.

3. Contracts for the supply of sealed goods which, due to health protection or hygiene reasons, are not suitable for return if their seal has been removed after delivery.

4. Contracts for the delivery of goods if they have been inseparably mixed with other goods due to their nature after delivery.

5. Contracts for the supply of alcoholic beverages, the price of which was agreed upon at the time of contract conclusion, but which can be delivered no earlier than 30 days after contract conclusion and whose current value depends on fluctuations in the market over which the entrepreneur has no control.

6. Contracts for the delivery of sound or video recordings or computer software in a sealed package, if the seal has been removed after delivery.

7. Contracts for the supply of newspapers, journals or magazines, excluding subscription contracts.

8. Contracts for the supply of goods or the provision of services, including financial services, the price of which depends on fluctuations in the financial market over which the entrepreneur has no control and which may occur within the revocation period, particularly services related to shares, units in open-ended investment funds within the meaning of Section 1 (4) of the Capital Investment Code, and other tradable securities, foreign exchange, derivatives, or money market instruments.

9. Contracts for the provision of non-residential lodging services, transportation of goods, motor vehicle rental, food and beverage delivery, and other services related to recreational activities, if the contract provides for a specific date or period for the provision.

10. Contracts concluded under a form of marketing where the entrepreneur offers goods or services to consumers who are physically present or given the opportunity to be present, specifically in a transparent process based on competing bids conducted by the auctioneer, where the winning bidder is

obliged to acquire the goods or services (public auction).

11. Contracts where the consumer has expressly requested the entrepreneur to visit them in order to carry out urgent repair or maintenance work; this shall not apply to additional services provided during the visit that the consumer has not expressly requested, or to goods delivered during the visit that are not necessarily required as spare parts for maintenance or repair.

12. Contracts for the provision of betting and lottery services, unless the consumer made their contractual declaration by telephone or the contract was concluded outside business premises.

13. Notarized contracts; this applies to distance contracts for financial services only if the notary confirms that the consumer's rights under Section 312d (2) of the German Civil Code (BGB) have been protected.

Template revocation form

(If you want to cancel the contract, please fill out and return this form.)

To:

Digistore24 GmbH

St.-Godehard-Straße 32, 31139 Hildesheim, Germany, Germany

Fax: +49 (5121) 9289223

Email address: support@digistore24.com

- I/we (*) hereby revoke the contract for distance learning(*) concluded by me/us (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of notification on paper)

- Date

(*) Delete as applicable.

Section 8 Delivery and delivery time, provision and update

1. Shipping shall be performed within 10 days of us receiving the money on our account.

2. Partial deliveries shall be permitted and may be invoiced independently, insofar as this is reasonable for the buyer and they have an objective interest in the partial delivery.

3. If Digistore24 is in default, the customer, provided they are an entrepreneur, may only revoke the contract after the fruitless expiry of a reasonable grace period set in writing, which must be at least fourteen days, insofar as the product has not been reported as ready for shipment by then. In the event of partial default or partial impossibility, the buyer may only revoke the entire contract or claim damages for non-fulfillment of the entire obligation if partial fulfillment of the contract is of no interest to them.

4. If the purchased product is digital content, the provision shall commence within two working days after receipt of payment. The product shall be considered provided when:

    a. The customer has received working access data to a member area of Digistore24 or a vicarious agent where access to the digital content is provided.

    b. The customer was given access to the digital content by Digistore24 or a vicarious agent sending a link.

    c. The customer gains access to the digital content in any other way and receives access to it without further action from Digistore24.

5. The provision shall be made either via the IT infrastructure of Digistore24 or, at the choice of the vicarious agent, via its own IT systems. If the digital content is provided by Digistore24, restrictions on the provision in terms of time and quantity shall be indicated on the order form and form an integral part of the contract. If the products are provided through the technical facilities of the vicarious agent or a third party, the provision shall be deemed to be agreed for at least 12 months and for a minimum of 50 accesses.

6. Paragraphs 4 and 5 shall not apply to ongoing obligations and installment agreements. In this case, provision shall end upon expiry of the contract term.

7. The obligation to update digital content within the meaning of Section 327f of the German Civil Code and within the meaning of Sections 475a (2) in conjunction with 475b (4) (2) of the German Civil Code shall not apply to customers who are not consumers. With regard to consumers, the obligation shall cease to apply once the obligation to provide the service has expired.

Section 9 Transfer of risk

1. If the customer is a consumer, the statutory provisions for the transfer of risk shall apply.

2. If the customer is an entrepreneur, the risk shall pass to them as soon as the shipment has been handed over to the transport company carefully selected by Digistore24 or has left the warehouse or that of a subcontractor for the purpose of shipping. If the buyer requests that the shipment be delayed, the risk shall pass to them upon notification that the goods are ready for shipment. The same shall apply in the event of the assertion of rights of retention.

Section 10 Retention of title

1. The goods shall remain the property of Digistore24 until the purchase price is paid in full.

2. Prior to the transfer of ownership, pledging, transfer of ownership as security, processing, or transformation shall not be permitted without the consent of Digistore24.

3. Provided the buyer is an entrepreneur, they shall be entitled to resell the goods subject to retention of title during the regular course of business. However, they shall only be allowed to resell the goods to end consumers. Resale to resellers shall explicitly not be permitted. All claims arising from the resale or other legal grounds (insurance, tort) with regard to reserved goods, including all balance claims from current accounts, shall be assigned to us in full by the buyer as security. We hereby grant them the revocable authorization to collect the assigned claims on our behalf in their own name. The authorization to collect may only be revoked if the buyer is in default of payment. In such case, the buyer shall be obligated to inform us of the names, addresses, and claim amounts of all individuals to whom the goods subject to retention of title were sold by them. Pledging or transfer of ownership as security shall be prohibited. As long as the buyer is not in default of payment, we shall not disclose the assignment. In case of third-party claims on the goods subject to retention of title, especially seizures, the buyer shall draw attention to our ownership and notify us immediately so that we can

enforce our ownership rights. To the extent that the third party is unable to reimburse us for the legal or extrajudicial costs incurred in this context, the buyer shall be liable for these costs. If the buyer acts in breach of the contract – particularly in case of payment default, cessation of payments, or filing for insolvency – we shall be entitled to reclaim the goods subject to retention of title or, if necessary, demand the assignment of the buyer's claims for return against third parties.

4. Our taking back or seizing the goods subject to retention of title shall not constitute a revocation of the contract if the buyer is an entrepreneur.

Section 11 Warranty

1. For all contracts between Digistore24 and the customer, the statutory warranty rights shall apply.

2. If the contract was concluded for a used item, the warranty rights for defects shall expire within one year, beginning on the day the goods were delivered.

3. The reduction of the warranty period to one year shall not apply if the obligation to pay compensation is based on bodily injury or damage to health due to a defect for which we are responsible or on intentional conduct or gross negligence on the part of Digistore24 or our vicarious agents. Irrespective of the above, we shall be liable under the Product Liability Act.

4. If the buyer is an entrepreneur, the following provisions shall also apply: the buyer shall report all identifiable defects upon receipt of the goods, but no later than within 5 working days. Hidden defects which cannot be found even after immediate inspection may only be asserted against Digistore24 if the notice of defects is received by us within 6 months after the goods left the delivery site. In the case of valid complaints, Digistore24 GmbH shall be obliged, at its discretion, to either rectify the defect or provide a replacement delivery. If the customer does not provide us with the opportunity to verify the defect, in particular if they do not promptly make the disputed goods or samples available upon request, all warranty claims shall become void. Complaints about partial deliveries shall not entitle the customer to reject remaining deliveries. These terms shall also apply to the delivery of goods other than those stipulated in the contract.

5. Any warranty claims for entrepreneurs shall be excluded for deliveries of used goods.

Section 12 Limitation of liability

1. Digistore24 shall always strive to ensure that the website is available without interruptions and that transmissions are error-free. However, this cannot be guaranteed at all times. Access to the online platform may also be occasionally interrupted or restricted to allow for repairs, maintenance, or the introduction of new features. Digistore24 shall endeavor to limit the duration and frequency of these temporary interruptions.

2. Digistore24 shall have unlimited liability for intent and gross negligence as well as for damages resulting from injury to life, body or health.

3. In cases of slight negligence, Digistore24 shall only be liable in the event of a breach of a material contractual obligation and only to the extent of the damage typical for the contract. A material contractual obligation, within the meaning of this provision, is an obligation the fulfillment of which is necessary for the proper performance of the contract and upon which the contractual partner may typically rely.

4. The limitations of liability shall apply accordingly in favor of Digistore24's employees, agents, and vicarious agents.

5. In all other respects, the liability of Digistore24 shall be excluded.

Section 13 Dispute Resolution

Digistore24 is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.

Section 14 Credit agencies (e.g. SCHUFA/Boniversum)

Digistore24 is entitled to obtain information about the customer from credit agencies as part of the credit check and to protect against bad debts. In addition, Digistore24 is entitled, insofar as this is necessary in connection with the execution of the contract and the customer has consented, to obtain generally held banking information from the customer's account-holding credit institution for credit assessment. Based on the corresponding consent of the customer, Digistore24 transmits credit agencies data on the order, commencement and termination of the contract and receives there information about the customer. The data transmission and storage shall be carried out within the framework of the provisions of data protection law and only insofar as this is necessary to protect the legitimate interests of Digistore24, a contractual partner of the credit agency or the general public and the customer's interests worthy of protection are not impaired thereby. Independently of this, Digistore24 may also transmit data to the credit agency about behavior not in accordance with the contract (e. g. termination due to default of payment, enforcement measures). These reports are made

in accordance with the Federal Data Protection Act and GDPR only insofar as this is permissible after weighing all affected interests. Within the scope of the consent given by the customer, the credit agency stores and transmits the data to the affiliated credit institutions, credit card companies, leasing companies, retail companies including mail order companies and other companies that commercially give money or goods credits to consumers or offer telecommunication services in order to be able to provide them with information for assessing the creditworthiness of customers. Address data may be transmitted to companies that are contractually affiliated with the credit agency (e. g. SCHUFA/ Boniversum) for the purpose of determining debtors. SCHUFA only transmits objective data without indicating the creditor; subjective value judgments, personal income and financial circumstances are not included in SCHUFA information. Credit agencies only provide data if a justified interest in the transfer of data has been credibly demonstrated in the individual case. When providing information, the credit agency may additionally communicate to its contractual partners a probability value calculated from its database to assess the credit risk (scoring procedure).

Section 15 Place of performance, place of jurisdiction, applicable law, offset and assignment, identity of the customer

1. The place of performance for all claims arising from the contractual relationship shall be Hildesheim if the customer is an entrepreneur.

2. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Hildesheim, provided that the customer is a merchant or has no general place of jurisdiction in Germany or another EU member state, has relocated their permanent residence abroad after these terms and conditions became effective, or their residence or habitual abode is not known at the legal action is filed.

3. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has their habitual residence.

4. The customer may only offset counterclaims if these counterclaims are undisputed or have been legally established. This shall not apply to the extent that a consumer's claims arising from or in connection with the exercise of their statutory right of revocation are affected. A right of retention may only be asserted with regard to claims arising from the same contractual relationship.

5. Digistore24 shall be entitled, at its sole discretion, to request proof of identity, as well as proof of the customer's age of majority and address. Should the customer fail to comply with this request within one week, Digistore24 shall be entitled to terminate the contract without notice and to discontinue the provision of digital content as well as the provision of services and, if applicable, to reclaim shipped goods.