# TERMS OF SALE AND CONDITIONS OF USE

**Last Updated: 28 September 2026**

***IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS OF SALE AND CONDITIONS OF USE BEFORE ACCESSING, USING, OR PLACING AN ORDER THROUGH OUR WEBSITE. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES (SEE SECTION 12). THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.***

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You can review the most current version of the Terms at any time on this page here. We reserve the right to update, change, or replace any part of these Terms by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. **YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES BINDING ACCEPTANCE OF THOSE CHANGES.**

## Section 1 Scope

1. These General Terms and Conditions for Digistore24 customer (hereinafter referred to as “T&Cs” and/ or “Terms”) apply to the free use of the www.digistore24.com online platform (hereinafter referred to as “online platform”) as well as to all contracts concluded between Digistore24 and you as our customer (hereinafter referred to as “customer” or “buyer”). These Terms shall be governed by and in accordance with the laws of England and Wales.

2. For the foregoing purposes our offers are addressed to both “Entrepreneurs” and “consumers”, as defined below, and likewise apply to all future business relationships

even if our T&Cs are not expressly agreed upon again.

3. A consumer is defined as any natural person who enters into a legal transaction for purposes that are predominantly outside of his/her/their trade or independent business or profession for the purposes of purchasing goods and/ or services.

4. An Entrepreneur is any natural person (other than a consumer) or legal person or a partnership having legal capacity who or which, when entering into a legal transaction, acts within the scope of his/her/their or its trade or independent business or profession.

## Section 2 Subject of Performance

1. Digistore24 shall provide all services described below exclusively on the basis of these Terms. Deviating terms and conditions of the customer shall not become part of the contract even if Digistore24 does not expressly object to their validity.

2. The customer has the possibility of purchasing different products via the online platform. These include but are not limited to new or used goods, digital content, services or other performances and events. Furthermore, Digistore24 offers the conclusion of subscriptions, which may relate to the purchase of products or the provision of services. We sell products and services of merchants and service providers (hereinafter referred to as “contractual partners”) in our own name and for our own account. These contractual partners have committed themselves to us to directly provide services to the customer should a contract be concluded between us and the customer. The delivery of the product or the provision of the service is thus carried out through our contractual partners (whose logo appears in the order process).This also applies to all types of services, including memberships.

3. Our contractual partners are entitled to maintain supplementary product-specific terms 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 contractual partners and shall appear on the sales page of the promoted product or service separate to our Terms.

## Section 3 Conclusion of Contract

1. The placement of the respective product in the online store shall not constitute a binding offer to conclude a contract with the customer by Digistore24. In order to purchase products in Digistore24’s online store, the customer may place the selected products in the shopping cart and then enter the order data in the order mask provided.

After selecting the shipping method, if applicable, and the desired payment method, as well as accepting these T&Cs, the customer sends their binding offer by clicking on the “Buy Now” button. After this order process, the customer shall receive an email from Digistore24 to confirm the order. This order confirmation constitutes the acceptance of the offer sent by the customer to Digistore24. Until the “Buy Now” button is pressed, the customer may change or delete their details in the order form at any time.

2. Digistore24 saves the contract text of the order and the customer can print it before sending their order to us by clicking on “Print” in the last step of the order.

3. We also send the customer an order confirmation or thank you page with all order data to the email address provided by the customer.

4. With the order confirmation or thank you page, the customer receives an invoice for the purchased goods or service. The customer agrees that this invoice shall only be sent electronically.

5. The customer can access our Privacy Policy and further information on our processing activities and their rights at any time at https://www.digistore24.com/en/page/privacy

6. Digistore24 is entitled to reject contract offers without stating the reasons.

7. If the customer is an Entrepreneur, offers made by Digistore24 shall be subject to change and are therefore non-binding.

8. The contract language shall be exclusively English.

9. The customer shall be exclusively entitled to purchase goods in quantities that are typical for a household and are subject to the availability of the product for sale. Digistore24 shall be entitled to withdraw from the contract, terminate the contract or exclude the consumer customer from further purchases if it suspects that the consumer customer is reselling goods on a commercial basis.

10. After placing an order, the customer may be offered further products to purchase (upsells). To accept this offer, the Customer simply has to click on the order area that appears. Digistore24 shall use the previously used customer and payment data for the upsell order where we have your consent to do so. Digistore24 would like to expressly point out that ordering an upsell is not part of the previously concluded contract, but represents a separate, additional contract conclusion. The customer shall receive a separate order confirmation for each upsell order.

## Section 4 Software

1. In the event that a product subject to delivery is or contains software, such software is delivered in accordance with the respective license terms.

2. Such software may only be duplicated, adapted, translated, made available, distributed, modified, disassembled, decompiled, re-translated or combined with other software to the extent expressly permitted by the license terms or applicable law, including without limitation applicable provisions of the Copyright, Designs and Patents Act 1988.

3. The consumer is required to indemnify and hold Digistore24 harmless in relation to all obligations and costs resulting from the infringement of third-party property rights by the consumer.

4. Where digital content is supplied to a consumer, the statutory rights and remedies in the Consumer Rights Act 2015 apply, including requirements concerning satisfactory quality, fitness for purpose and conformity with description. Nothing in these Terms excludes or restricts those statutory rights or remedies.

## Section 5 Prices

1. The prices at the time of the order shall apply. All prices are stated in GBP and include (applicable) VAT.

2. Shipping costs are not 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 due immediately.

4. If the customer is an Entrepreneur, the prices do not include packaging, freight, postage, shipping costs and insurance. Insofar as our purchase prices, transport costs, business-related taxes or other costs affecting the individual price change unforeseeably for us between the conclusion of the contract and the agreed delivery date - in the case of a non-trading transaction only if this period is more than 4 months - each of the contracting parties may demand 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 expiry of the minimum term. Should the announcement be made in good time, the customer shall have a special right of termination until the expiry of the contract term.

6. Digistore24 shall be entitled to entrust a third party with the customer’s information in circumstances where that third party is contracted to Digistore24, is subject to a data protection addendum and is carrying out services which are material to the customers’ enjoyment of the platform.

## Section 6 Terms of payment / Default / Cancellation

1. Digistore24 offers different payment methods to its customers. These include PayPal, credit card payment with a Mastercard or Visa card, SEPA direct debit (“SDD”), instant bank transfer or bank transfer and Klarna OSM. Digistore24 shall reserve the right, at its own discretion, not to offer one or more of the aforementioned payment providers.

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

3. In the event of cancellation by the customer pursuant to Section 7 or in the event of termination of the contract for other reasons, we shall refund the monies already paid. To make this repayment, we shall use the same means of payment that was used in the original transaction. In the case of issuing a SEPA mandate, simultaneous chargeback by the customer is not necessary. For the purpose of verifying the identity of the account holder, we may request proof, such as a copy of an official document, showing the current address. If the customer does not repay the amount wrongfully received after a chargeback and simultaneous repayment by us has nevertheless been initiated and after we have set a reasonable deadline, we shall be entitled to request information from the relevant account-holding bank about the buyer to the extent reasonably necessary to enforce our rights and/or any related claims under the laws of England and Wales. In addition, we reserve the right to file criminal charges in this case.

4. We shall be entitled to request the submission of copies of official documents for identity and plausibility checks. If the customer does not comply with this request within one week, Digistore24 shall be entitled to terminate the contract without notice and discontinue the provision of digital content as well as the provision of services and reclaim any goods that may have been sent.

5. If the customer defaults on an installment payment, we shall be entitled to terminate the agreed installment payment plan and make the entire remaining payment due

immediately.

6. If the customer has purchased a product in connection with a subscription and defaults on the monthly subscription payment, we shall be entitled to terminate the respective contract and all access to the digital content or other affected services without notice.

7. Any claims arising from default going beyond clauses 5 to 6 shall remain unaffected.

8. The customer shall receive an invoice for the purchased product from Digistore24. The customer should carefully check the information supplied on the invoice. Corrections of an invoice shall only be considered in exceptional and justified cases. If the customer requests a correction of the invoice based on errors for which Digistore24 is not responsible, a correction and the associated alteration of the invoice shall only be made if:

    1. the request for correcting the invoice is received by Digistore24 from the customer within 60 days after conclusion of the contract; and

    2. it concerns the correction of the recipient’s name, street and house number or VAT ID, which the customer accidentally entered incorrectly when placing the order.

9. Digistore24 shall be entitled to charge the customer for any additional costs incurred as a result of a requested correction of an invoice, unless the invoice incorrection is caused by an error on Digistore24’s part or required to correct the accuracy of personal data of the buyer on the invoice.

10. If the contractual relationship between Digistore24 and the fulfilling contractual partner ends during the term of the contract, Digistore24 shall be entitled to terminate the contract with the contractual partner. In this case, Digistore24 shall agree to transfer the contractual relationship to another contractual partner without the requirement of the consent of the Customer.

11. If the contract is transferred to another contractual partner after termination in accordance with point 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 fulfilling contractual partner.

12. Constitutive declarations, in particular notices of termination, disputes and cancellations are to be submitted exclusively to Digistore24 Ltd, 12-18 Theobalds Road, London, England, WC1X 8PL or via email address: helpdesk@digistore24.com.

13. Digistore24 hereby expressly points out that the customer can terminate automatically renewing subscriptions from the conclusion of the contract until the expiry of the contract term. The cancellation must be made in writing to Digistore24 or by using the cancellation button provided for this purpose on www.digistore24.com. If the customer does not cancel the subscription before the end of the current contract period, the contract is automatically renewed for the period agreed when the order was placed. The terms and conditions of the automatic renewal, as well as the expected costs, can be viewed on the order confirmation page and on the order overview page.

## Section 7 Consumer Cancellation Rights and Digistore24 60-Day Cancellation Policy

Important — eligibility for cancellation and refund: This Section 7 distinguishes between (a) the statutory right to cancel certain distance and off-premises contracts under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and (b) Digistore24's additional contractual 60-day cancellation/refund policy. The statutory right generally provides a 14-day cancellation period, subject to the applicable rules and exceptions. Digistore24's 60-day policy is an additional contractual benefit and is not described as a statutory right. These rights apply to consumers as defined in Section 1.3. Customers acting as Entrepreneurs, including customers who provide a VAT registration number or otherwise indicate that they are purchasing in the course of a trade, business or profession, are not entitled to the consumer cancellation/refund rights described in this Section 7, except where expressly stated otherwise.

### 1. How to exercise a right to cancel

Where you have a statutory or contractual right to cancel under this Section 7, you may exercise it by making a clear statement setting out your decision to cancel, including by email to helpdesk@digistore24.com. Where we make an online cancellation form or function available on the Website, you may use it as an optional method. If you use an online cancellation facility provided by us, we will acknowledge receipt on a durable medium without delay. You do not have to use an online facility to exercise a statutory right to cancel.

### 2. Notice of right to cancel for supply of goods

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

UK law may give consumers a statutory right to cancel a distance contract for goods under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The statutory cancellation period is generally 14 days after the day on which the goods come

into the physical possession of the consumer (or a person identified by the consumer, other than the carrier), subject to the detailed rules in those Regulations. In addition, Digistore24 gives consumers a contractual right to cancel within 60 days without stating any reason. This 60-day period is an additional contractual benefit and does not replace or reduce the statutory right. The contractual 60-day period runs from the date on which you placed the order.

In order to exercise your right to cancel, you must inform us in writing by email to: helpdesk@digistore24.com of your decision to cancel this contract by means of a clear declaration. Alternatively, you may exercise your right to cancel through the online cancellation function (cancellation function) on the Website, as described above. In order to comply with the cancellation period, it is sufficient to send the notification stating that you wish to cancel before the cancellation period expires.

## 3. Consequences of cancellation

If you cancel 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 cancellation 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 cancellation 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.

The customer is solely responsible for the direct cost of return shipping. This includes the cost of any postage, courier, or carriage required to return goods to us following cancellation. We will not reimburse return shipping costs unless the goods are faulty, not as described, or we have expressly agreed in writing to cover such costs in advance. We recommend that you use a tracked and insured postal or courier service when returning goods, as we cannot be held liable for items lost or damaged in transit during return. Please note: where goods cannot reasonably be returned by standard post due to their nature (for example, large or heavy items), the cost of return may be significant and we will provide an estimate of the return cost upon request prior to purchase.

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 to cancel (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.

## 4. Notice of right to cancel for supply of digital content

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

UK law may give consumers a statutory right to cancel a distance contract for digital content not supplied on a tangible medium. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the statutory cancellation period is generally 14 days after the day on which the contract is entered into, subject to the rules on early supply of digital content. In addition, Digistore24 gives consumers a contractual right to cancel within 60 days without stating any reason. The contractual period runs from the date of conclusion of the contract and does not replace or reduce any statutory right. To cancel, inform us by a clear statement, including by email to helpdesk@digistore24.com or through any cancellation function made available on the Website.

Consumers also have statutory rights and remedies under the Consumer Rights Act 2015 where digital content does not conform to the contract. Those remedies are separate from both the statutory cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and Digistore24’s additional 60-day contractual cancellation/refund policy. We shall not be responsible for any lack of conformity arising from your failure to fully or correctly install any updates provided by us.

## 5. Consequences of cancellation

If you cancel 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 cancellation 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.

Where applicable, you may also be entitled to a price reduction or other statutory remedy under the Consumer Rights Act 2015.

## 6. Notice of right to cancel for the provision of services

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

UK law may give consumers a statutory right to cancel a distance service contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The statutory cancellation period is generally 14 days after the day on which the contract is entered into, subject to the rules on services begun during that period. In addition, Digistore24 gives consumers a contractual right to cancel within 60 days (unless otherwise specified) without stating any reason. The contractual period runs from the date of conclusion of the contract and does not replace or reduce any statutory right. To cancel, inform us by a clear statement, including by email to helpdesk@digistore24.com or through any cancellation function made available on the Website.

## 7. Consequences of cancellation

If you cancel 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 cancellation 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 cancellation 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 to cancel as compared to the full scope of services provided in the contract.

## 8. Notice of right to cancel 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 to cancel:

## 9. Right to cancel

Digistore24 gives consumers who enter into qualifying partial or instalment payment arrangements a contractual right to cancel within 60 days without stating any reason, subject to this Section 7. This is an additional contractual benefit. Any separate statutory right to cancel under UK consumer law continues to apply according to its own conditions and time limits. Notice of cancellation may be sent by email to helpdesk@digistore24.com or through any cancellation function made available on the Website.

## 10. Special considerations in the case of other contracts

If you are entitled to a right to cancel 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.

## 11. Consequences of cancellation

If you cancel 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 cancellation 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 cancellation 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.

The customer is solely responsible for the direct cost of return shipping. This includes the cost of any postage, courier, or carriage required to return goods to us following cancellation. We will not reimburse return shipping costs unless the goods are faulty, not as described, or we have expressly agreed in writing to cover such costs in advance. We recommend that you use a tracked and insured postal or courier service when returning goods, as we cannot be held liable for items lost or damaged in transit during return.

You must pay for any diminution in the value of goods only to the extent permitted by applicable law, including where it results from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods. If you expressly requested a service to

begin during the statutory cancellation period and then validly cancel, you may be required to pay a proportionate amount for the service supplied up to cancellation, to the extent permitted by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. For digital content not supplied on a tangible medium, the statutory rules on prior express consent, acknowledgement of loss of the right to cancel and contract confirmation apply.

### 12. Exceptions to the statutory right to cancel

The statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 is subject to the exclusions and conditions in those Regulations. Depending on the contract, exclusions include, among others: goods or services whose price depends on financial-market fluctuations outside the trader's control; goods made to the consumer's specifications or clearly personalised; goods liable to deteriorate or expire rapidly; sealed goods unsuitable for return for health-protection or hygiene reasons once unsealed; goods inseparably mixed with other items after delivery; certain alcoholic beverages whose value depends on market fluctuations; sealed audio/video recordings or sealed computer software once unsealed; newspapers, periodicals or magazines other than subscription contracts; certain accommodation, transport of goods, vehicle rental, catering or leisure services for a specific date or period; and digital content not supplied on a tangible medium once supply has begun after the consumer has given the prior express consent and acknowledgement required by law. A service contract may also cease to be cancellable once the service has been fully performed following the consumer's express request and acknowledgement where required by law. These statutory exclusions do not remove any separate rights or remedies for faulty, misdescribed or non-conforming goods, digital content or services under the Consumer Rights Act 2015. Any additional 60-day contractual cancellation right offered by Digistore24 is subject only to the contractual conditions expressly stated in these Terms.

## Section 8 Delivery and Delivery Time, Provision and Updates

1. Where a delivery time has been agreed, we will deliver within that time. If no delivery time has been agreed, goods will be delivered without undue delay and, in any event, not more than 30 days after the contract is entered into, unless a different period is agreed with the consumer. Any estimated delivery date is subject to these statutory rights.

2. Partial deliveries are permissible and can be invoiced independently, insofar as this is reasonable for the buyer and they have an objective interest in a partial delivery.

3. If Digistore24 fails to deliver goods when required, consumers have the rights provided by the Consumer Rights Act 2015. Depending on the circumstances, this may include

treating the contract as at an end where delivery by the agreed time was essential, or requiring delivery within an additional appropriate period and treating the contract as at an end if delivery is not made within that period. Nothing in these Terms restricts those statutory rights. Different provisions may apply to customers acting as Entrepreneurs.

4. If the purchased product is digital content, delivery shall be regarded as having been made when:

    1. the customer has received valid access data to a Digistore24 member area or that of a [vicarious agent], in which access to the digital content is made possible;

    2. the customer was given access to the digital content by Digistore24 or a [vicarious agent] sending them a link; or

    3. the customer gains access to the digital content in any other way without further action by Digistore24.

5. Provision shall take place either via the IT infrastructure of Digistore24 or, at the discretion 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 stated on the order form and immediately become part of the contract. If the products are provided via technical facilities of the vicarious agent or a third party, the access to the digital content shall be deemed agreed for at least 12 months and for a minimum of 50 accesses.

6. Paragraphs 4 and 5 are not applicable to continuing obligations and installment agreements. In this case, the provision shall end with expiry of the contract term.

7. For consumers, any obligations relating to conformity of digital content, including in relation to modifications or updates where applicable, are governed by the Consumer Rights Act 2015 and other applicable UK law. Nothing in these Terms excludes or restricts those statutory rights.

## 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 the customer as soon as the shipment has been handed over to the shipping agent, who is carefully selected by

Digistore24 or has left the warehouse or a subcontractor’s warehouse for the purpose of shipment. If the shipment is delayed at the request of the buyer, the risk shall pass to the buyer upon notification of readiness for shipment. The same shall apply in the event of the assertion of the rights of retention.

## Section 10 Retention of Title

1. The goods remain the property of Digistore24 until the purchase price has been paid in full.

2. Prior to the transfer of ownership, the following are prohibited without the consent of Digistore24: pledge, transfer of a security interest, processing or modification.

3. Provided the buyer is an Entrepreneur, the buyer may resell goods that are subject to retention of title in the ordinary course of business. However, the buyer is only permitted to resell the goods to end consumers. The resale of the goods to resellers is expressly prohibited. The buyer hereby immediately assigns to us in full all claims related to goods that are subject to retention of title by virtue of sale or on other legal grounds (insurance, unlawful act), including all current account balance claims, for purposes of security. We grant the buyer the revocable right to collect in their own name the accounts receivable assigned to us. This authorization to collect may only be revoked if the buyer is in default of payment. In such cases, the buyer is obliged to inform us of the name, address and the amount of the receivable for all persons to whom the buyer has sold goods subject to retention of title. Pledges or transfer of ownership by way of security are prohibited. We will not disclose the assignment provided the buyer is not in default of payment. In the event a third party asserts a claim against the goods subject to retention of title, in particular in the event of confiscation, the buyer shall provide notice of our ownership interest and notify us without delay so that we can assert our property rights. The buyer is liable in the event that any such third party is not able to reimburse us for any judicial or extrajudicial costs incurred in this connection. In the event the buyer acts in a manner that is contrary to the terms of the contract – including delay in payment, cessation of payment, application for insolvency, we are entitled to seize the goods subject to retention of title, or, if applicable, demand the assignment of the buyer’s claims for return of the goods from third parties.

4. If the buyer is an Entrepreneur, seizing or attaching the goods subject to retention of title does not of itself constitute termination of the contract by us.

## Section 11 Warranty

1. Consumers have statutory rights under the Consumer Rights Act 2015 in relation to goods, digital content and services. These include, where applicable, rights relating to satisfactory quality, fitness for purpose, conformity with description, reasonable care and skill, and the statutory remedies available where those requirements are not met. These rights are not excluded or restricted by these Terms.

2. For consumers, no contractual one-year limitation applies to statutory rights or remedies for used goods. Any rights and remedies concerning used goods are governed by the Consumer Rights Act 2015 and applicable limitation rules. Any separate commercial warranty offered for a particular product is additional to, and does not replace or reduce, those statutory rights.

3. Nothing in these Terms excludes or restricts liability that cannot lawfully be excluded or restricted. Where applicable, liability for defective products is governed by the Consumer Protection Act 1987.

4. If the buyer is an Entrepreneur, the following statements shall also apply: the buyer shall notify Digistore24 of all identifiable defects upon receipt of the goods, but no later than within 5 working days of receipt. Hidden defects that cannot be found even after immediate inspection may only be asserted against Digistore24 if the complaint is received by us within 6 months after the goods have been delivered to the buyer. In the event of justified complaints, Digistore24 shall be obligated to either repair or replace the goods at its sole discretion. If the buyer does not give us the opportunity to become convinced of the defect, in particular if the buyer does not immediately provide the rejected goods or samples thereof upon request, all warranty claims shall become null and void. Complaints about partial deliveries do not entitle the customer to reject the remaining delivery. These T&Cs shall also apply to the delivery of goods other than those specified in the contract.

5. Any warranty claims for Entrepreneurs are excluded for deliveries of used goods.

## Section 12 Limitation of Liability

1. Digistore24 shall endeavor to ensure that the website is available without interruptions and that the transmissions are error-free. However, this cannot be guaranteed at all times. Furthermore, access to the online platform may occasionally be interrupted or restricted to allow for repairs, maintenance or the introduction of new facilities. Digistore24 shall endeavour to limit the duration and frequency of such a temporary interruption.

2. Nothing in these Terms excludes or limits liability for death or personal injury caused by

negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

3. For consumers, the limitations in this Section apply only to the extent permitted by law and do not exclude or restrict statutory rights or remedies under the Consumer Rights Act 2015 or other mandatory consumer law. For customers acting as Entrepreneurs, Digistore24’s liability for other negligence or breach of contract may be limited to losses that were reasonably foreseeable and within the scope permitted by applicable law.

4. The limitations of liability shall apply accordingly in favour of Digistore24's employees, agents and contractual partners.

5. Any exclusion or limitation of liability in these Terms applies only to the extent permitted by law. Nothing in these Terms excludes or restricts a consumer’s statutory rights or any liability that cannot lawfully be excluded or restricted.

6. If you are acting as an Entrepreneur, to the fullest extent permitted by law, you agree to indemnify Digistore24 and its affiliates and their respective officers, directors, agents, representatives, contractors and employees against losses, liabilities, damages, expenses and reasonable legal costs arising from your material breach of these Terms, your breach of an applicable representation or warranty, or your violation of law or third-party rights. This indemnity does not apply to consumers.

7. If you are an Entrepreneur, except where prohibited by law, the Website and all products and services are provided on an “as is”, “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose. We make no, and expressly disclaim any and all, representations and warranties as to the reliability, timeliness, quality, suitability, availability, accuracy and/or completeness of any information on this Website. We do not represent or warrant, and expressly disclaim that: (a) our products, services, information, or other material purchased or obtained through the website will meet your requirements or expectations, or (b) the website or the server(s) that make the website available are free of viruses or other harmful components. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or noninfringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law.

## Section 13 Place of Performance, Place of Jurisdiction, Applicable Law, Set-Off and Assignment

1. Place of performance for all claims arising from the contractual relationship shall be England and Wales, if the customer is an Entrepreneur.

2. The courts of England and Wales shall have exclusive jurisdiction over disputes arising from or in connection with this contract where the customer is an Entrepreneur, except where applicable law requires otherwise. Consumers retain any mandatory rights they have to bring proceedings in the courts applicable to their place of residence.

3. The laws of England and Wales 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 insofar as it does not deprive the consumer of any mandatory protection afforded by the law applicable to them.

4. The customer may only offset counterclaims if these counterclaims are undisputed or have been legally established. This shall not apply insofar as claims of a consumer arising from or in connection with the assertion of their statutory right to cancel are affected by this. A right of retention can only be asserted with regard to claims arising from the same contractual relationship.

## SECTION 14 Social Media

This section applies to everyone who interacts with our social media presence, including comment sections, feeds, and other elements of social media presence viewable on Facebook, Instagram, YouTube, Pinterest, X, Google+, LinkedIn, or any of the many other available external third-party social media platforms we may use (“Social Media Presence”).

The sites and platforms that host our Social Media Presence are not controlled by us and therefore have their own privacy policies and terms of use. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of Digistore24, and we have no obligation to monitor or remove user comments. If you see an offensive or inappropriate post or comment on our Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose.

## SECTION 15 Third-Party Websites And Links

Our Website may include materials from third-parties or links to third-party websites. We are not liable for any third-party materials or websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the applicable third-party.

## SECTION 16 Intellectual Property Rights

This Website maintains specific contact information provided below, including an email address, for notifications of claimed infringement regarding materials posted to this Website. All notices should be addressed to the following contact person:

Notification of Claimed Infringement:

Digistore24 Ltd

Attn: Data Protection Officer
12-18 Theobalds Road,
London,
England,
WC1X 8PL

Email: helpdesk@digistore24.com

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, please include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or email address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you own and/or have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

### Intellectual Property Rights, License

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You are only permitted to access and view the Content for personal, non-commercial purposes in accordance with these Terms, and may not build a business or other enterprise utilizing any of the Content, whether for profit or not. Except as provided in these Terms or otherwise expressly authorized by us in writing, you may not (either directly or through the use of any software, device, internet site, web-based service or other means) download, stream capture, store in a database, archive or otherwise copy any part of the Website or Content; upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Website or Content; license or sublicense any part of the Website or Content; or in any way exploit any part of the Website or Content. In addition, except as provided in this Terms or otherwise expressly authorized by us in writing, you are strictly prohibited from modifying Content; creating, distributing or advertising an index of any significant portion of the Content; or otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Content, including mash-ups and similar videos, montages, translations, desktop themes, fonts, icons, wallpaper, greeting cards, and merchandise. This prohibition from creating derivative works is applicable even if you intend to give away the derivative material free of charge.

**Copyright**

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materials obtained from any Website. Any unauthorized use of any material contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

**Trade marks**

The trademarks, service marks and logos ("Trade marks") used and displayed on the Website are registered or unregistered Trade marks of Digistore24 and its licensors. Nothing on the Website shall be construed as granting, by implication, estoppel or otherwise any license or right to use any Trade mark displayed on the Website without the prior written consent of the Trade mark owner. The name of Digistore24 or any Trade mark may not be used in any way including in any advertising or publicity pertaining to distribution of materials on the Website without the prior written consent of Digistore24. Digistore24 prohibits the use of any Digistore24 logo and Trade mark as a "hot" link to any web site unless establishment of such link is approved in advance by Digistore24 in writing.

## SECTION 17 Other Important Terms

1. **ASSIGNMENT**: You may not assign any of your rights under these Terms, and any such attempt will be null and void. Digistore24 and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms if some or all of Digistore24’s business is transferred to another entity by way of merger, sale of its assets or otherwise.

2. **ELECTRONIC COMMUNICATIONS**: You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. For more information on how we may communicate and the types of personal data we process to facilitate electronic communication, please refer to our privacy policy..

3. **DIRECT MARKETING OPT-IN:** Where the customer is a consumer and provides their explicit consent by a clear affirmative opt-in (for example, by ticking an unchecked opt-in box at the time of purchase, registration, or otherwise), Digistore24 may send the customer direct marketing communications by email, SMS, telephone, or other electronic means relating to future products, services, promotional campaigns, incentives, and related offers, including those connected to the categories or products selected by the customer at the time of purchase or registration. Such consent is separate from, and is not a condition of, the customer’s acceptance of these Terms or the purchase of any product or service. The customer may withdraw consent at any

time, free of charge, by using the unsubscribe mechanism included in each communication or by contacting helpdesk@digistore24.com. Withdrawal of consent does not affect the lawfulness of any processing carried out before withdrawal. Further information on how Digistore24 processes personal data for direct marketing is set out in our privacy policy.

4. **SHARING OF PERSONAL DATA WITH THIRD-PARTY VENDORS:** The customer acknowledges and agrees that, where the customer has provided explicit consent through the combined opt-in described in the DIRECT MARKETING OPT-IN clause above, Digistore24 may share the customer's personal data (including, in particular, the customer's name, email address, telephone number where provided, and the categories of products or services in respect of which consent has been provided) with the third-party vendors named or identified in the opt-in form, by means of an application programming interface (API) and other automated transmission mechanisms, in order that those third-party vendors may send the customer their own direct marketing communications. The customer further acknowledges that: (i) some of these third-party vendors may act as independent data controllers in respect of their own marketing activities and will process the customer's personal data in accordance with their own privacy notices, which Digistore24 will make available to the customer; (ii) some of these third-party vendors may be located outside the United Kingdom, including in jurisdictions that are not covered by UK adequacy regulations, and that any such transfer will be made subject to an appropriate safeguard under the UK GDPR and Data Protection Act 2018, such as the UK International Data Transfer Agreement or another safeguard recognised under applicable UK data protection law; and (iii) the customer's consent to such sharing is entirely voluntary, is not a condition of purchasing any product or service, and may be withdrawn at any time, free of charge, by contacting helpdesk@digistore24.com or datenschutz@digistore24.com. On receipt of any such withdrawal, Digistore24 shall, without undue delay, cease further sharing of the customer's personal data with the relevant third-party vendors and shall notify those vendors of the withdrawal. Where a third-party vendor acts as an independent controller, the customer should also exercise their rights directly with that vendor in accordance with the vendor's privacy notice. Full details of how Digistore24 processes and shares personal data for direct marketing purposes, including the legal bases relied upon and the safeguards applied to international transfers, are set out in our privacy policy.[1]

5. **DISPUTE RESOLUTION:** If you have a dispute with us, or an issue with a good or service purchased through our Website, please contact our customer service team. Our Customer Service Team: helpdesk@digistore24.com will do their best to resolve any problems you have with us or our products;

6. **NO WAIVER**: No waiver by Digistore24 of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Digistore24 to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

7. **SEVERABILITY**: In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

8. **TERMINATION**: In the event that we terminate this Agreement, any representations, warranties, indemnities and other obligations made or taken by you, shall survive the termination of this Agreement.

9. **ENTIRE AGREEMENT**: These Terms, the Agreement, and any policies or operating rules posted by us on the Website or in respect to the Website constitute the entire agreement and understanding between you and Digistore24, and supersedes and replaces any prior or contemporaneous agreements. Any ambiguities in the interpretation of these Terms or the Agreement shall not be construed against the drafting party.

10. **QUESTIONS OR ADDITIONAL INFORMATION**: If you purchased a product or service through the Website, please contact Customer Support by phone or email, or visit our Customer Support Portal for more information about your inquiry.

Digistore24 Ltd
12-18 Theobalds Road,
London,
England,
WC1X 8PL

Email: helpdesk@digistore24.com

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