

# TERMS AND CONDITIONS FOR DIGITAL PRODUCTS

## § 1 PREAMBLE

BITBUSINESS® e.V. (hereinafter: BITBUSINESS) provides digital products available at both <https://www.bitbusiness.de> as well as in the BITBUSINESS® APP, which can be purchased and downloaded by everyone. The following terms and conditions are regulating the legal relationship between the customer (hereinafter: Customer) and BITBUSINESS.

## § 2 CONTRACT CONCLUSION

### 2.1

A legally valid contract (subscription) is established between Customer and BITBUSINESS by which Customer can access digital products. Delivery of requested digital products will immediately be carried out after order completion.

### 2.2

It is Customer's responsibility to provide technical and actual conditions to be able to download the purchased digital products. It is also Customer's responsibility to provide suitable software that will enable him to open the digital products properly.

### 2.3

It will not affect the conclusion of the contract between Customer and BITBUSINESS, if conditions of 2.2 would not be available.

### 2.4

BITBUSINESS will provide technical assistance to Customer via e-mail [support@bitbusiness.de](mailto:support@bitbusiness.de) to solve any occurring problem with digital products. However, there is no legal claim to support.

## § 3 TERMS OF PAYMENT

### 3.1

Prices result from the respective description displayed on the product page.

### 3.2

All prices include the applicable VAT (value added tax).

### 3.3

Customer is not entitled to withhold payments.

### 3.4

BITBUSINESS may use third party services to handle payment transactions. In this case the respective company will be named in the ordering process. In addition to these general terms and conditions of BITBUSINESS the general terms and conditions of the assigned enterprise would apply.

### 3.5

For payments by credit card applies: The credit card will be debited immediately before delivery of the requested digital products according to 2.1. The statement of the debit will be marked: BITBUSINESS. The Cardholder should keep a copy of the transaction data easily accessible.

### 3.6

All payments are due immediately. If Customer is in default, BITBUSINESS will charge a flat rate of 8.60 € per reminder as a damage for delay. The enforcement of further damage for delay remains reserved.

## § 4 RIGHT OF WITHDRAWAL

### 4.1

The contract cannot be withdrawn, once the requested digital products have been provided via download link. In this case there is no right to rewind the contract.

### 4.2

The digital products are also considered to have been made available in the sense of 4.1, if circumstances beyond control of BITBUSINESS would prevent delivery. Customer must respect the obligations of 2.2.

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## § 5 OFFERS BY PARTNERS, LINKS

### 5.1

BITBUSINESS may provide links to third party sites and/or offers by business partners.

BITBUSINESS, however, is not responsible for the correctness of this information or of their legality. As a precaution BITBUSINESS dissociates itself from the contents offered by any business partner. The respective terms and conditions of the operators of the linked sites/partner offers apply.

## § 6 COPYRIGHT

### 6.1

All copyrights, rights of use and other intellectual property rights of the digital products belong to BITBUSINESS. The customer is only entitled to use the digital products for his/her own purposes and is not entitled to make them available to third parties via Internet or in any other way, whether for payment or free of charge. Commercial duplication and resale of the digital goods is prohibited.

## § 7 WARRANTY, LIABILITY

### 7.1

BITBUSINESS takes great care in creating and maintaining digital products. Nevertheless, BITBUSINESS cannot guarantee that the digital products are suitable or correct for Customer's specific needs. Customer selects and uses the digital products on his own responsibility. The liability of BITBUSINESS for the incorrect use of the digital products is not provided.

### 7.2

The liability of BITBUSINESS is limited to intent and gross negligence. Excluded is the liability for damages to body, life and health, to which the legal liability rules apply without restriction.

## § 8 DATA PROTECTION

### 8.1

Storing and processing of customer data is executed by BITBUSINESS strictly observing data protection regulations.

### 8.2

Customer can request information at any time about what personal data BITBUSINESS has stored and also how this data is used. Customer can also revoke his given permission at any time to make further use of the Data.

Requests for information and revocation can be declared informally by e-mail to [support@bitbusiness.de](mailto:support@bitbusiness.de).

## § 9 FINAL PROVISIONS

### 9.1

If these general terms and conditions would contain an invalid provision or one, which might become invalid, all other terms shall remain unaffected.

Contracts for regularly recurring work are subject to a period of notice of at least three months to the end of a month. Any right of extraordinary termination remains unaffected.

Metzingen, April, 20th 2020