

# General terms and conditions

Version 1.8, June 17<sup>th</sup>, 2018

© sync•gw.com

## 1. AREA OF APPLICATION

The company **sync•gw.com**, owner F. Daeumling (hereinafter **sync•gw.com**) provides all supplies and services solely on the basis of these terms and conditions.

**sync•gw.com** has the right to change these terms and conditions after three week of announcement. The announcement will only be published in the Internet on the pages of **sync•gw.com** (<http://www.syncgw.com>). If the customer does not contradict within 4 weeks after publication, the changed or supplementing conditions become effective. If the customer contradicts punctually, **sync•gw.com** is justified to quit the contract at the time on which the changed or supplementing trading conditions are to step into force. Deviating, contradictory or supplementary agreements are only part of the contract if **sync•gw.com** agreed expressly in writing.

## 2. CONTRACT OFFER, CONTRACT CONCLUSION

The contract comes with the acceptance of orders on our Internet shop with **sync•gw.com** to pass. Customer offer will be immediately confirmed by **sync•gw.com** electronically. The confirmation of receipt does not constitute binding acceptance of the customer offer. Changes or additions of the contract offer by the customer are always considered as new offer. The adoption of binding occurs only with the dispatch of the invoice electronically to the e-mail address specified during the ordering process by the customer.

Upon receipt of payment, the customer receives an e-mail with user data to our Download section at <http://www.syncgw.com>. Subsequently, the customer can download the purchased software, including free program updates, through a time-limited period. The time-limited period is based on the agreed period specified within the order. At expiration of the term the access to program code in the download section is withdrawn.

## 3. RIGHT OF REVOCATION

The consumer has the right to revoke its contractual agreement within a period of two weeks. This period begins with receiving the access data to the download section of **sync•gw.com** to the buyer. To meet the deadline it is sufficient to send a revocation notice to **sync•gw.com**.

The possibility of the cancellation expires automatically with the start of the first electronic transmission of the **sync•gw** software in the download area started by customer.

## 4. CUSTOMER OBLIGATIONS

The customer is obliged to keep their user access data strictly confidential and to inform **sync•gw.com** as soon as he/she becomes aware that an unauthorized third party get knowledge about the access data. If,

through the fault of the customer third parties use the access data to use **sync•gw.com** services, the customer is liable to **sync•gw.com** on fees and damages.

The customer insures legally effective that the data concerning its person and all other contract-relevant circumstances, made by him in the context of the contract offer or the contract conclusion, are complete and correct. The customer commits itself to inform **sync•gw.com** immediately of any changes to this data; on appropriate request of **sync•gw.com** the customer has to confirm the data. With offense **sync•gw.com** has the right to terminate the contract with the customer extraordinarily and to disable contractual services.

## 5. RIGHTS OF USE

Holder of all rights of **sync•gw** is **sync•gw.com**. The customer receives from **sync•gw.com** a non-transferable and non-exclusive right to use **sync•gw**.

**sync•gw.com** grants to the customer after conclusion of the contract a time-unlimited usage for the purchase acquired the licenses of **sync•gw**.

The customer has the right to adapt the source code of **sync•gw** to its specific needs. The changes accomplished by the customer however thereby any warranty claims are void at **sync•gw.com**.

The rights do not include:

- The right to license the source code or parts thereof, or give to third parties.
- The right to use the source code or parts thereof without written permission of **sync•gw.com** further.
- The right to remove any copyright notices in the source code or in expenditures from the program.
- The right to distribute **sync•gw** copies of the program without prior written permission of **sync•gw.com**.
- **sync•gw** is licensed as a single product. Individual components may not be installed for use on more than one computer.
- The license may not be sold on third parties.
- The license does not include commercial use (i.e. as part of of service provided to third parties without written permission of **sync•gw.com**).

## 6. DELIVERY AND SERVICES

**sync•gw.com** guarantees the availability of its servers by 99% in annual average. Not included are times, in which the server due to technical or other problems that cannot be influenced by **sync•gw.com** (e.g. force majeure, fault of others is not reached) via the Internet. **sync•gw.com** can restrict access to the services if the safety of the operation, the maintenance of network integrity, particularly the avoidance of serious disturbances of the network, software or stored data is at risk. **sync•gw.com** reserves the right to improve the supplies and services within the framework of technical progress.

## 7. USAGE

The customer undertakes to ensure that everyone who uses **sync•gw**, perform this only under this license agreement and complies with this license agreement. The customer may use **sync•gw** at a time on only one computer. The use of **sync•gw** is when the program or parts thereof located in the main memory or storage device of a computer. The royalties rose from **sync•gw.com** depend on the scale of charges valid with the purchase, the customer receives in advance upon request in electronic form.

The customer may operate data protection according to the rules of the technology and provide for this the necessary backup copies of **sync•gw**. The customer may not change or remove copyright notices from **sync•gw.com**. The customer is not entitled to use, copy, edit, or transfer **sync•gw** otherwise as described in this document. With offense against these duties **sync•gw.com** reserves itself again the right to make royalties and large requirements for compensation valid against the customer.

## 8. PRICES AND PAYMENTS

The service charges are due immediately with the order in the shop. **sync•gw.com** may offset the claims of the customer only with undisputed or validly determined counterclaims. The customer can exercise a right of retention if his counterclaim is based on the same contract. The assignment of claims against the customer to third parties is **sync•gw.com** excluded. If payment of the fees charged by direct debit **sync•gw.com** 5 Euro per returned direct debit, if the customer has a debit entry is responsible, unless the customer proves that damage has not arisen at all or to a much lesser amount.

The charges for ordered products in **sync•gw.com** shop may either be paid in advance or by PayPal. Customer bears developed additional third party cost. Any obligation to perform by **sync•gw.com** is only valid as the full amount has been received for the payment to the designated account.

## 9. WARRANTY

The customer has to document any faults always meaningful to report, in particular by listing any shown error messages. The customer has to assist **sync•gw.com** in any possible remedial measures to its capacities. A right to fix exists only insofar **sync•gw.com** has the ability to reproduce the error and a fix is reasonable.

Excluded from the warranty are such errors generally caused by external factors, human error or not carried out by **sync•gw.com** changes, additions, repair or other manipulations. The warranty period is for one year and entrepreneurs from consumers for two years from delivery of the goods. Guarantees in the legal sense are not covered by **sync•gw.com**. In no event **sync•gw.com** is liable for any incidental or indirect (consequential) damages (including, e.g., damages for lost profits, business interruption, loss of business information or any other pecuniary loss) which may arise from the use or the restrictions of this product.

## 10. FINAL CLAUSES

The exclusive venue for all disputes arising from this contract, even if the customer is a merchant, is Frankfurt am Main. For the contracts final of **sync•gw.com** based on these terms and conditions concluded and for all claims of any kind solely by the law of the Federal Republic of Germany excluding the provisions of the uniform UN sales law on the sale of goods and the exclusion of German international private law.

**sync•gw.com** may represent the client on <http://www.syncgw.com> and there with a screen shot, URL and a brief description or name in other media as a reference. **sync•gw.com** may further show the services provided for demonstration purposes, or publicly digitally draw on them, unless the customer cannot claim a conflicting legitimate interests.

Should provisions of these terms and conditions and / or the contract or become invalid, this shall not affect the validity of the remaining provisions.

