

Terms and Conditions

§1 Scope

The following general terms and conditions (also called 'GTC') apply to all orders from/via our online shop.

§2 Contractual relationship

Base of all contracts between the customer and:

Tanya Zonza
Genslerstraße 2a
22307 Hamburg
Germany

VAT identification number: Not required in accordance with Section 19 UStG (small business regulation)

These are the terms and conditions listed, unless expressly stated otherwise.

§3 Subject of the contract

The subject of the contract is the acquisition of paid & free digital content (also called WSC 6 / WSC 5 / WSC 3 styles for the [Woltlab CMS software](#)) via the online shop.

When purchasing digital content, it can be downloaded directly after completing the order and payment. Consumers have a statutory right of withdrawal, which we provide information about separately under **§6 Right of withdrawal**.

§4 Conclusion of contract

The presentation of the products in the online shop does not represent a legally binding offer, but rather a non-binding online catalog. By clicking on the order button, you place a binding order for the products contained in the shopping cart. Confirmation of receipt of the order takes place together with acceptance of the order immediately after sending by an automated message. With this confirmation the contract is concluded.

A binding contract can also be concluded beforehand as follows:

If you have chosen the PayPal payment method, the contract is concluded at the time you confirm the payment instruction to PayPal.

§5 Right of use

The respective provisions of the license agreement apply to software products purchased from us.

We grant our customers a lifelong right of use for purchased software products. In the event of gross misuse, the right of use can be revoked (see **§14 Revocation of license**). The rights to transfer and resell are governed by the conditions of the license agreement in accordance with paragraph 1.

The use of our products is prohibited for political parties (national / international) in any form!

§6 Right of withdrawal

Consumers have a fourteen-day right of withdrawal.

- Cancellation policy -

You have the right to cancel this contract within fourteen days without giving any reasons.

The cancellation period is fourteen days from the day the contract is concluded.

In order to exercise your right of withdrawal, you must inform us (Tanja Zonza, Genslerstraße 2a, D-22307 Hamburg, email: community@powerstylez.de) by means of a clear statement (e.g. a letter sent by post or email). Inform you about your decision to withdraw from this contract. You can use the attached sample cancellation form, although this is not mandatory.

To meet the cancellation period, it is sufficient that you send the notification of your exercise of the right of cancellation before the cancellation period has expired.

Sample cancellation form

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

On

Tanya Zonza

Genslerstraße 2a

22307 Hamburg

Germany

Email: community@powerstylez.de

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for paper notification)

Date

(*) Strike out what is not applicable.

Consequences of revocation

If you revoke this contract, we must repay all payments that we have received from you immediately and at the latest within fourteen days from the day on which we received notification of your revocation of this contract. For this repayment we use the same payment method that you used for the original transaction, unless something different was expressly agreed with you; under no circumstances will you be charged any fees for this repayment.

Waiver of the right of withdrawal

After purchasing a paid file, you have a fourteen-day right to exchange it. By confirming the terms and conditions when purchasing, you expressly waive your right of cancellation - of course, defective files are excluded from this & will be refunded or treated on a goodwill basis.

§7 Subject and form of delivery

After purchase, customers receive the contractual software products from us as downloadable file(s) in the shop software (download).

The software has the functionality specified in the accompanying documentation.

Delivery usually takes place by making the software products available for download in the customer account. Customers will receive a notification when the software is made available.

Acquired files must be backed up promptly on your own storage media; permanent accessibility of the purchased download(s) is not required by law and is not guaranteed by us.

There is no legal right to make various adjustments to our style offerings to newer WSC versions; these are provided by us voluntarily; updates to purchased style versions are available in the shop account. Any updates to style files will be sent to customers excluded from the support forum by electronic mail to the email address they provided in their customer account.

A hard copy (e.g. CD, DVD, USB stick, other storage media) of the purchased software will not be provided.

§8 Payment options

The following payment methods are available in our shop:

- PayPal -

You pay the invoice amount via the online provider PayPal. In principle, you must be registered there or register first, identify yourself with your access data and confirm the payment instruction to us. You'll get more information during the ordering process.

PayPal buyers have the PayPal buyer protection offered there.

Other payment options are **not** supported, please refrain from making inquiries in this regard as they will be deleted without comment.

§9 Exchange of style files

If you have purchased the wrong style version for your software due to ignorance, an exchange will be handled on a goodwill basis. In this case, please send an email to community@powerstylez.com

§10 Support services

For customers (first-time buyers), support for purchased products is guaranteed for **at least 6 months from the date of sale** (but carried out for much longer), this extends to technical functions of the style, header logo (default logo) , CSS problems and visual adjustments to unsupported apps/plugins. Support requests are only handled and processed via the support forum or, to some extent, by email.

For customers who have taken over a first-time buyer account, support is **not** guaranteed and is severely limited. Services are limited to simple CSS troubleshooting of purchased styles.

For free offers, conditional support is provided via the support forum; this is limited to CSS bug fixes for the style used.

§11 Disclaimer of liability / liability for defects

The seller is liable for damages if intent or gross negligence is proven, within the scope of the statutory provisions. Liability for slight negligence is excluded.

No liability is assumed for any damage caused by incorrect / improper use of the purchased Woltlab Suite 6 / Woltlab Suite 5 / Woltlab Suite 3 styles & included extensions.

Adjustments by the customer / user: No liability is accepted for incorrect adjustments by the customer / user or from their area of responsibility.

Compensation for consequential damages and financial losses, savings not achieved, work carried out, loss of interest and damages from third-party claims against the contractor is excluded in any case, to the extent permitted by law.

Serious defects in the software delivered will be handled via the included support.

§12 Passing on the user account / account sharing

A transfer / sale of the **personal** user account / account sharing is strictly prohibited. In the event of a violation, the account will be blocked and access rights will be severely restricted.

§13 Shop Account / License Transfers

Sharing your personal shop account with unauthorized persons is strictly prohibited. In the event of a violation, the account will be blocked and access rights will be severely restricted.

Customers are allowed to transfer their purchased licenses to other people who must at least be a member here in the support forum. We offer this service free of charge. The customer may **not** charge any additional fees for transferring his licenses; the purchase price may not exceed correspond to what was paid for the original purchase.

To start the moving process, please go to My Account > Licenses and click on the Move License button below the desired license. Please provide the future owner's full username and his/her full address in the form. After intensive examination, we will carry out the postponement process as soon as possible.

Blocked customers should send an email to community@powerstylez.de.

Powerstylez.de/Powerstylez.com generally assumes no liability for any damage caused by fraud during license sales. Please pay attention to the "Trading Guides" on various marketplaces.

§14 License revocation

You undertake to use the software we offer only to the extent permitted by law and these general terms and conditions. Improper use leads to the exclusion of the granted right of use (e.g. through unauthorized removal of the copyright, use of CSS code parts of the products for other commercial / non-commercial products or use for websites with illegal content / warez). Once improper use becomes known, the license granted and the associated right of use will be revoked (license revocation). Files provided or purchased must be completely removed.

Payments already made will, to the extent permitted by law, only be refunded on a goodwill basis within 14 days of purchasing the product. After the 14-day period, payments already made will **not** be refunded.

§15 Applicable law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

§16 Place of jurisdiction & place of performance

If the customer acts as a merchant, a legal entity under public law or a special fund under public law with its registered office in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the seller's place of business (Hamburg / Germany). If the customer is based outside the territory of the Federal Republic of Germany, the seller's place of business is the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the customer's professional or commercial activity. In the above cases, however, the seller is in any case entitled to appeal to the court at the customer's registered office.

§17 Online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO

The European Commission provides a platform for online dispute resolution (OS), which you can access at <http://ec.europa.eu/consumers/odr/>. Consumers have the opportunity to use this platform to resolve their disputes.

We would like to point out, however, that we are neither obliged nor willing to participate in the dispute resolution process within the framework of the European online dispute resolution platform.

Last updated: November 10, 2023