

Terms and Conditions

§ 1 Scope of application

These Terms and Conditions (hereinafter "T&C") of "Krymo Software", trading under Niklas Friedrich Gerstner (hereinafter "vendor"), apply to all contracts for the delivery of goods and services (hereinafter "products"), which a consumer or entrepreneur (hereinafter "customer") concludes with the vendor with regard to the products shown by the vendor in its online store, in the respective version at the time of the order.

A consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed. Entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

The following applies to entrepreneurs: If the entrepreneur uses conflicting or supplementary terms and conditions, their validity is hereby contradicted; they only become part of the contract if the vendor has expressly agreed to them.

Digital contents in the sense of these T&C are all data not contained on a physical data storage device (e.g. download), which are produced in digital form and made available by the vendor under the granting of certain rights of use, which are more precisely regulated in these T&C.

§ 2 Contracting parties

The contract is concluded with Niklas Friedrich Gerstner, Zwernitzer Str. 12, 81243 München, Germany.

§ 3 Conclusion of contract

The presentation of the products in the online store is not a legally binding offer, but a non-binding online catalogue. The customer can put the products of the vendor into the shopping cart without obligation at first. By sending the order, the customer also recognizes these T&C as solely authoritative for the legal relationship with the vendor and submits a binding order for the products contained in the shopping cart.

The confirmation of receipt of the customer's order is sent by email immediately after the order is sent. This order confirmation does not yet represent the acceptance of the contract offer by the vendor. It serves only the information of the customer that the order has been received by the vendor.

When the contract with the vendor is concluded, depends on the payment method chosen by the customer:

PayPal

In the order process the customer is redirected to the website of the payment service provider PayPal. There he can enter his payment data and confirm the payment order to PayPal. After placing the order in the online store, the vendor asks

PayPal to initiate the payment transaction and thereby accepts the customer's offer, so that the contract between the customer and the vendor is concluded.

Stripe (Credit Card)

When placing the order, the customer provides credit card data and the credit card company carries out an authorization check. Once the customer has been legitimated as the rightful cardholder, the payment transaction is automatically initiated and the customer's credit card is charged when the order is placed. At the time of the credit card debit, the contract between the customer and the vendor is concluded.

Mollie (Apple Pay, SEPA Bank Transfer, paysafecard, Sofort/Sofortüberweisung, Giropay, eps-Überweisung, Przelewy24, iDEAL, Bancontact, Belfius, KBC/CBC)

In the ordering process the customer is redirected to the website of the payment service provider Mollie. There he can enter his payment data and confirm the payment order to Mollie. After placing the order in the online store, the vendor asks Mollie to initiate the payment transaction and thereby accepts the customer's offer, so that the contract between the customer and the vendor is concluded.

Manual Bank Transfer

After placing the order, the vendor informs the customer of his bank details on the overview page of the order. At the time the customer places the transfer order, the contract between the customer and the vendor is concluded.

§ 4 Contract language

The languages available for the conclusion of the contract are German and English.

§ 5 Contract text

The vendor sends the customer the order data, his terms and conditions and the cancellation policy by email. A further access to the contract texts by the vendor does not take place. The customer can find the currently valid [Terms and Conditions](#) and the [Cancellation Policy](#) on the website of the vendor.

§ 6 Delivery conditions

The delivery of the digital contents is carried out after receipt of payment by the vendor via download in the customer area on the website of the vendor. The login data to the customer area will be communicated to the customer by the vendor by email, if the customer does not yet have login data and has not already automatically gained access to the customer area. The customer must explicitly agree to the [Licensing Conditions](#) of the vendor before the download of the digital copy can be started.

§ 7 Payment conditions

The payment of the purchase price is due upon conclusion of the contract.

The following payment methods are available to the customer in the online store of the vendor:

PayPal

The payment is processed via the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg.

Stripe (Credit Card)

The payment is processed via the payment service provider Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA.

Mollie (Apple Pay, SEPA Bank Transfer, Sofort/Sofortüberweisung, Giropay, eps-Überweisung, Przelewy24, iDEAL, Bancontact, Belfius, KBC/CBC)

The payment is processed via the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, Netherlands.

Manual Bank Transfer

The payment is processed directly via the bank account of the vendor.

Further information on the respective payment service providers can be found in the [Privacy Policy](#).

§ 8 Prices

As a small business within the meaning of § 19 para. 1 UStG no value added tax is charged.

§ 9 Licence conditions for digital contents

For digital contents the [Licensing Conditions](#) of the vendor apply, which among other things also regulate the granting of rights of use.

The customer does not acquire intellectual property rights to the digital contents. The raw format (e.g. source code of software) is not part of the contract.

The customer is responsible for the proper installation, maintenance and use of digital content. Neither the installation nor the maintenance are part of the contract.

§ 10 Right of cancellation

The customer is entitled to the statutory right of cancellation as described in the [Cancellation Policy](#).

§ 11 Statutory warranty

The warranty rights of the customer are based on the general statutory provisions, unless otherwise specified below. For claims for damages of the customer against the vendor the regulation in § 12 of these T&C applies.

The period of limitation for warranty claims of the customer is 2 years for newly manufactured goods and 1 year for used goods. Opposite entrepreneurs the period of limitation is 1 year for newly manufactured and used goods.

The above shortening of the limitation periods does not apply to claims for damages by the customer due to injury to life, body, health or to claims for damages due to a breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary to achieve the goal of the contract, for example, the vendor must hand over the item to the customer free of material and legal defects and procure ownership of it.

The above shortening of the limitation periods also does not apply to claims for damages based on an intentional or grossly negligent breach of duty by the vendor, his legal representatives or agents. Opposite entrepreneurs likewise excluded from the shortening of the periods of limitation is the recourse claim according to § 478 BGB.

A guarantee is not declared by the vendor.

§ 12 Liability

Claims for damages by the customer are excluded, unless otherwise specified below. The above exclusion of liability also applies in favour of the legal representatives and agents of the vendor, if the customer makes claims against them.

Excluded from the specific exclusion of liability are claims for damages due to injury to life, body, health or to claims for damages due to a breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment is necessary to achieve the goal of the contract, for example, the vendor must hand over the item to the customer free of material and legal defects and procure ownership of it. From the exclusion of liability also excluded is the liability for damages based on an intentional or grossly negligent breach of duty of the vendor, his legal representatives or agents.

Provisions of the ProdHaftG remain unaffected.

§ 13 Applicable law

The contractual relations between the customer and the vendor are subject to the law of the Bundesrepublik Deutschland. From this choice of law are excluded the mandatory consumer protection regulations of the country in which the customer has his habitual residence.

The application of CISG is excluded.

§ 14 Place of jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship between the customer and the vendor is München in Germany, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.

§ 15 Alternative dispute resolution

The European Commission provides a platform for online extra-judicial dispute resolution (OS Platform):

<https://ec.europa.eu/odr>

The vendor is neither obliged nor willing to participate in dispute resolution proceedings at a consumer arbitration service.

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