



## GTC and consumer information

### Terms and Conditions

#### §1 Scope

(1) The following General Terms and Conditions (GTC) apply to the Contao theme store and take effect with the use of the online services on themes.contao.org. The GTC will be deemed to have been accepted at the latest upon receipt of the products by the customer.

(2) Deviating or additional agreements, with particular reference to purchase conditions of the buyer, will be binding on us only if we have confirmed them in writing. All special agreements, in particular verbal or telephone agreements and collateral agreements, will become legally binding only after written confirmation by us.

(3) The operator of the theme store is the company Feyer Media GmbH, hereinafter referred to as "Operator".

#### §2 Theme Store

(1) The Contao theme store includes the provision of a sales platform for designers and/or programmers who can independently sell products on it as long as their product range or selling or buying activities are not in violation of laws, licensing rights or copyrights, or these GTC.

(2) The Operator distances itself from these transfers and merely provides the sales platform including the necessary services for the sale or marketing of the products.

#### §3 Registration

(1) The user shall ensure that all the necessary information is correctly and fully recorded at the point of registration. The user shall bear any additional costs that may arise during ordering and payment processing due to incomplete or incorrect data.

(2) If an update of the data submitted is required, the user shall independently correct the corresponding data in its account.

(3) The user shall ensure that login credentials such as username and password are kept secure and protected from third-party access. In the event of the loss or theft of login credentials, the user shall inform the Operator thereof without undue delay.

#### §4 Offer, acceptance and conclusion of contract

(1) The Operator will never become a party to contracts entered into exclusively between users of the sales platform. Excluded from the above provision are products created by the Operator itself and distributed via the sales platform.

(2) The products offered in the Contao theme store represent a non-binding invitation from the individual sellers to visitors to purchase these products. The buyer's order represents an offer to the seller to enter into a purchase contract with the aim of acquiring a product featured in the Contao theme store.

(3) As soon as the buyer places an order, the Operator sends an email to the same, confirming receipt of the order and listing the details thereof (order confirmation). This order confirmation constitutes acceptance of the offer. The contract is finalized upon receipt of the order confirmation; the contracting party is the seller in question. No contract is entered into with regard to services that are not listed in the order confirmation.

(4) With the conclusion of the purchase contract the buyer and the seller exempt the Operator from any liabilities arising from the contract, both between the contracting parties and in respect of third parties.

(5) The Operator acts on behalf and in the name of the seller for the entire duration of the order process from the receipt of the order to the delivery of the goods. By way of derogation from this, however, the Operator is authorized by the seller to generate the invoice in its own name for products sold.

## **§5 Payment and service terms and conditions**

(1) The service is rendered exclusively for cash in advance, that is to say the ordered product is delivered only after receipt of payment in one of the accounts of the Operator. The request for payment and the data required to make payment are delivered to the buyer.

(2) Unless otherwise stated in the invoice, the invoice is due for payment without deductions within 10 days of submission of the order. The crucial date for determining adherence to this deadline is the date of receipt of the payment in the account of the Operator or the receipt of the payment confirmation from the online payment service (such as PayPal). After this deadline the buyer will be deemed in default of payment.

(3) In the absence of any other agreements between the parties, the content and scope of the performance owed by the seller are determined by the description of the product or service in question in the Contao theme store.

(4) As soon as the purchase price owed by the buyer has been received, the Operator shall pass on the ordered product within 3 working days by sending a download link to the buyer. By accepting these GTC the buyer is providing its express consent for the seller to begin with the provision of the service before the end of the cooling-off period (see section 6).

(5) For the seller, confirmed performance dates will be extended appropriately in the event of disruptions due to force majeure and other impediments for which the seller is not responsible. In the event of slight negligence, a claim on the part of the buyer for compensation due to delay in delivery is excluded; for the rest, such a claim is limited to the amount of the foreseeable damages.

## **§6 Prices, listing fees and sales commissions**

(1) The prices stated in the offers include all price components, such as sales tax and commission for sellers.

(2) Registration as a buyer or seller in the Contao theme store is free of charge. The Operator may require the payment of fees by the seller neither for the running of the seller's account nor for the inclusion of products on the sales platform. In the event of the sale of a product the Operator will receive a commission payment for each product sold by the seller. This is 30% of the net sale price but can also be made subject to individual agreements.

(3) The use of Contao theme store shall not be exclusive, that is to say the seller is also entitled to offer its products on other platforms. However, the prices must be the same on all platforms, and the Contao theme store must not be used solely as an advertising platform for the seller's own online store.

## **§7 Copyright, licenses**

(1) The copyrights to the created objects (Web pages, scripts, programs, graphics) will remain with the respective sellers.

(2) The seller itself determines in the license provisions the extent to which and conditions under which the buyer will be granted the rights of use of the purchased product. The buyer is, however, in all cases prohibited from redistributing or selling products purchased in the Contao theme store or distributing additional licenses.

(3) Should a theme contain sample images from third-party providers (such as Fotolia), the buyer must independently acquire the rights of use if it wishes to use them and not replace them with its own images.

## **§8 Prohibited articles**

(1) It is forbidden to offer products for sale whose offer for sale, actual sale or acquisition would violate statutory regulations or standards of public decency. The following products in particular may not be described or offered for sale: products whose application, promotion or distribution would violate copyrights and performance rights, industrial property rights (for instance, trademarks, patents, utility patents and industrial designs) and other rights

(for instance, the right to one's own image and to bear a name and general rights to protection of one's personality). Propaganda articles and articles with the distinguishing hallmarks of unconstitutional organizations, as well as pornographic and adult products, are also prohibited.

(2) The Operator reserves the right to remove products that violate statutory regulations and standards of public decency, these GTC or the general principles of the Contao theme store. The Operator moreover reserves the right to suspend the accounts of the members concerned.

## **§9 Warranty claims**

(1) The Operator warrants that the online service provided is not impaired by functional defects and is suitable for use in a manner essential for proper operation or, as the case may be, normal use. Liability for other, non-functional defects is excluded. Erroneous perceptions of the buyer with reference to color, shape, font, or design do not constitute defects.

(2) If, however, functional defects should emerge, the Operator is under obligation to remedy them. A right of withdrawal on the part of the buyer is excluded.

## **§10 Liability**

The Operator is not liable for the infringement of protective rights of third parties for which products and services offered in the Contao theme store are causally and culpably responsible. In such cases, sole responsibility rests with the seller of the product in question. The Operator accepts no liability for contents provided by the buyer.

## **§11 Indemnification**

The seller indemnifies the Operator against all claims asserted against the latter by buyers or other third parties for any violation of their rights by offers and content placed on the platform by the seller. The seller shall in this case assume the costs of legal defense of the Operator including all court and attorney's fees. This will not apply if the seller is not responsible for the violation of rights.

## **§12 Technical information to download**

The themes may be downloaded in the customer area once payment has successfully been made. Should technical problems occur, the process can be repeated unlimited times. All download links are valid indefinitely.

## **§13 Final provisions**

(1) The applicable law is that of the Federal Republic of Germany.

(2) If the buyer is a merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract will be the registered office of the Operator. The same applies if the buyer is an entrepreneur and has no general jurisdiction in Germany or if the domicile or habitual place of residence is not known at the time action is taken. The authority to file suit in another legal jurisdiction remains unaffected.

(3) The Operator reserves the right to change these GTC at any time and without giving reasons. The user will receive the modified GTC by email at least two weeks prior to their effective date. If the user does not raise objections to the new GTC within two weeks of receipt of the email, it will be deemed to have accepted the modified GTC.

(4) Should individual provisions of the contract between buyer and seller, including these GTC, be wholly or partially invalid, or subsequently become invalid due to some later circumstance, or should there prove to be a loophole in the contract or the GTC, the validity of the remaining provisions will not be affected.

Last revised 01/2016

## **Consumer information**

## **Provider information**

Feyer Media GmbH  
Eibenweg 42, 42111 Wuppertal  
Geschäftsführung: Leonhard Feyer  
Amtsgericht Wuppertal, HRB 27009  
USt-IdNr.: DE347319339

## **Cancellation policy**

### **Right of revocation**

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

The revocation period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of revocation, you must inform us (Feyer Media GmbH, Eibenweg 42, 42111 Wuppertal, phone: +49 202 49579824, e-mail: mail@feyermedia.de) by means of a clear declaration (e.g. a letter or an email) of your decision to revoke this contract. You can use the attached revocation form for this purpose, which is, however, not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### **Consequences of the revocation**

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (except for additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; in no case will you be refunded because of the cancellation.

- End of the revocation policy -

### **Note on the premature expiry of the right of revocation**

The right of revocation shall expire in the case of a contract for the provision of services if the entrepreneur has provided the service in full and has only begun to perform the service after the consumer has given his express consent to this and at the same time confirmed his knowledge that he will lose his right of revocation upon full performance of the contract by the entrepreneur.