



## **§ 1 Area of Application, Definitions**

- (1) The following General Terms and Conditions of Business of the Supplier (*Allgemeine Geschäftsbedingungen*) in the relevant applicable version apply to all business relations between the Supplier and the Client. No deviating terms of the Client are accepted unless the Supplier expressly agrees to their validity in writing.
- (2) The offer on the [setasign.de](http://setasign.de) / [setasign.com](http://setasign.com) website is intended solely for businesspersons. There are no sales or licensing to consumers.
- (3) The Client is a consumer if the purpose of the deliveries and services ordered cannot be assigned to his/her commercial or self-employed professional activities. On the other hand, a businessperson is any natural or legal person or legal partnership who or which, at the time of concluding this contract, acts in performance of a commercial or self-employed professional activity.
- (4) This does not affect the software licensing agreements concerning the products acquired.

## **§ 2 Conclusion of the Contract**

- (1) The software products selected by the Client are placed in the shopping basket together with a selectable licence model. After selection, the Client confirms the binding effect of the licensing terms governing the product as well as these General Terms and Conditions of Business. The Client submits a binding contractual offer using the button marked accordingly. Before submitting the offer, the Client has the opportunity to review and alter the order data entered at all times.
- (2) After submitting the offer, the Supplier sends the Client an order confirmation by e-mail to the address given. By sending the confirmation of order, the Supplier accepts the contractual offer made by the Client. All relevant order data are summarised again in this order confirmation. An invoice in the form of a PDF file is automatically sent with the e-mail. The Client can use the Print function of the Client's receiving (e-mail/webmail) system to print out these documents.
- (3) The software is delivered solely in the form of a download from the [setasign.de](http://setasign.de) / [setasign.com](http://setasign.com) website.

## **§ 3 Prices and Cancellation**

- (1) All prices on the website of the Supplier are quoted net of value-added tax which is added at the relevant applicable statutory rate. If appropriate, VAT will be shown before the order is sent.

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as “Supplier”)



(2) The order can be cancelled only before the start of the loading operation for the software or the licence file relating to the product. Notice of cancellation can be sent by simple declaration as text e.g. by e-mail to support@setasign.de / support@setasign.com. In this event, payments made and credited to the Supplier will be refunded to the Client.

#### **§ 4 Terms of Payment**

- (1) The Client can make the payment by giro transfer, credit card or PayPal.
- (2) Payments are due at the time of concluding the contract.

#### **§ 5 Data-Processing Information**

(1) The Supplier collects the Client's data in the course of performing the contracts. The Supplier complies in particular with the provisions of the Federal Data-Protection Act (*Bundesdatenschutzgesetz*) and Telemedia Act (*Telemediengesetz*). The Supplier will collect, process or use Client's master data or utilisation data without the Client's consent only if this is required to perform the contract as well as for the use and billing of telemedia.

(2) The Supplier will not use the Client's data for the purposes of advertising, market research or opinion polling without the Client's consent.

(3) The Client has the possibility, at all times, of retrieving the data stored in the Client's profile and of altering or deleting the same. This can be done either using the button designed for this purpose or by sending a simple e-mail request to the contact address given on the setasign.de website. Security prompts have been inserted to protect Client data.

(4) No processing of order data takes place. Data collected are stored solely on servers located within the Federal Republic of Germany.

#### **§ 6 Concluding Provisions**

(1) Contracts between the Supplier and Client are governed by the law of the Federal Republic of Germany and exclude the application of the UN Convention on Agreements for the International Sale of Goods (CISG).

(2) If the Client is a registered merchant, legal person under public law or public-law special fund, the place of jurisdiction for all disputes arising from present contractual relations between the Client and the Supplier is the registered office/seat of the Supplier.

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(3) Even if individual provisions of the contract are not being legally valid, the remaining provisions retain their binding effect. Invalid provisions will be substituted by the statutory provisions, if any. However, if adherence to the contract would cause unreasonable hardship to one of the parties, the contract will become invalid in its entirety.

*Disclaimer: The above General Terms and Conditions of Business are a translation of the German Allgemeine Geschäftsbedingungen. In the event of any conflicts between the translation and the original German version, the German version is authoritative.*

Helmstedt, January 2020