

Terms of Mad4Software.com

I General Provisions

1. Contractors

Contractors are mad4media – Dipl. Informtaiker (FH) Fahrettin Kutuyl, Louisianastr. 25, 66482 Zweibrücken, Germany and the customer.

2. Subject matter

2.1 The subject matter is apparent from these Terms and Conditions (GTC) as well as from the arrangements, expressed in the product / service descriptions. These are ruling the purchase of software and / or services that are sold through www.mad4software.com.

2.2 The customer accepts the license(s) of the software / service by legitimating the Terms. Licenses are included in electronic form in the software and are listed in the product / service descriptions.

3. Terms of the shop system.

3.1 The customer must sign up to use the software store and to purchase Software / Software Downloads / services. Registration is free. The registrant may only be of legal age or legal person.

3.2 User Accounts

3.2.1 After registration, each customer receives a user account

3.2.2 The customer can only buy software or services with an activated account on mad4software.com.

3.2.3 The customer can cancel his account at any time by request.

3.2.4 Should the customer not use his account over a period of 2 (two) years, his account will be deleted.

3.2.5 The customer can use up to five (5) billing addresses on a user account. The billing addresses are stored in the shop and will be treated confidential in accordance with German data protection provisions.

3.2.6 Mad4Media reserves the right to delete or block an account immediately and without any consultation by suspected or proven abuse.

3.2.7 Costs will be billed to the customer by reasonable, substantial suspicion of abuse or if abuse is proven.

3.3 Software and / or the service key(s) are only available and downloadable at the customer account. In case of technical problems and in special cases, software and / or service keys are sent to the customer via email.

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3.4 Invoices are only available in PDF format. The invoice is also accessible through the user account and will be sent in special cases and in case of technical problems via email. On request, customers can achieve invoices in paper form. An expense allowance of 4 (four) euros will be charged per invoice in paper form.

3.5 Software downloads can be limited in time and quantity. Product / service descriptions are explicitly referring to such limitations. The period of a temporary download begins right after an order's status becomes "paid". After the deadline or after reaching the maximum amount of downloads the service will be blocked.

Quantitative and temporal boundaries of a product may change.

Limitations of completed purchases remain unaffected.

3.6 The offer of download periods and multiple download options is only a means to comply the contract of sale / service. Especially in the acquisition / provision of software, the contract / the service is considered fulfilled if the customer has at least one time successfully downloaded the software. A right to continue and complete the download time and re-download option is void after the receipt of the application.

The claim doesn't expire if the deadline and the limited multiple download as a service are the subject of a purchase or service contract.

This special position must be explicitly and clearly described in the product / service description. The customer must ensure the security of the downloaded software.

3.7 In the event of system failure / unavailability for products with a time limit on temporary downloads, the expired time in which a customer could not access these supplements will be added to the deadline. Unless (under the conditions of 3.6), the customer has at least once successfully downloaded the product.

The additional time will be calculated from the time when the customer has informed Mad4Media about the system failure.

3.8 Software downloads, service key, and PDF invoice will be activated and enabled when the outstanding amount of the order has been received in full. If using PayPal payment, this will automatically verified. For customers based in Germany, which are using payment by bank transfer the receipt will manually reviewed and unlocked. In case of subsequent withdrawal of a referral Mad4Media reserves the right to disable downloads, service key and PDF invoices. A deadline extension as described in 3.7 is excluded at a redemption payment, because the customer is the cause of the inaccessibility.

3.9 A purchase or service contract is concluded when the customer completes the purchase and confirms to the Terms and Conditions of Use and the right of withdrawal at Mad4Software.com.

Legitimizing of the terms and conditions concludes the confirmation and approval of the license(s) (after 2.2) of a software / media.

3.10 For products of third-party manufacturers distributed by Mad4Media on Mad4Software.com only the provisions of "I. General Provisions" are valid.

Other rights and obligations are derived from the terms of the manufacturer and the licensing of the target product.

4. Payment Terms

4.1 Billing on Mad4Software.com proceeds according to the customer's chosen payment method.

4.2 Payment by bank transfer is available exclusively for customers with office and bank account in Germany.

4.3 Payments via PayPal must be declared as completed immediately after the transfer.

4.4 The Customer shall pay the prices that are incurred through the authorized or unauthorized use of Mad4Software.com services by third parties, if and insofar as (s) he is responsible for such use.

5. Offsetting and retention

A customer is entitled to the right of offsetting only if his counterclaims have been established or are undisputed by Mad4Media. He is also authorized to use the right of retention only insofar as his counterclaim is based on the same contractual relationship.

6. Liability of Mad4Media

6.1 Mad4Media is only liable for intent or gross negligence.

6.2 Mad4Media is not liable for third-party manufacturer's products. The terms of liability of distributed third-party products are derived from the license of the product and the terms of the manufacturer. The manufacturer is liable for his products.

6.3 Mad4Media is not liable, according to the license, for products which are subject to a free license. Free licenses such as for example the GNU GPL, GNU LGPL, BSD, etc. are intended to refer to the exclusion of liability and the non-warranty. This is realized with 6.3 in the terms and conditions.

6.4. Mad4media is not liable for products whose licenses are excluding liability and warranty, if the product should be offered free of charge.
This is so, if Mad4Software.com charges for a service or for the provision of a download and not for the purchase of software or software license.

6.5 If a license does not or not entirely clarifies liability and warranty, Mad4Media is not liable for the appropriate product if it is charged for free.
The liability for any (monetary) free software or service is excluded.

6.6 Mad4Media is not liable for material or immaterial damage caused by the customer related to the shop or any purchased product on Mad4Software.com.

7. Withdrawal

Is listed separately under www.mad4software.com and must be confirmed by the customer as viewed, printed, and perceived before purchase.

II Binding of Software and Services to a Domain.

1. Description

Products and services can be tied to a domain.

If a product / service is tied to a domain this will be described explicitly in the specification of the product. If the product is an extension / service for a third party product, and if it is possible to install the third party product multiple times to a domain, the restriction extends on the installation of the main product on one installed third party product on one domain.

2. Application

For products of Mad4Media a key will be generated. This key is available on the account of the customer upon successful purchase and can be sent via e-mail to the customer.

According to the characteristics of the product, the customer can enter the key within the software package, or register with the key via a service portal.

In both cases, the key will be registered to a domain.

After registration, the software will only work or the access to the service will only be possible on / from the registered domain.

For third-party products that are sold on Mad4Software.com, the usage / restriction can vary to the mad4media practices and is subject to the terms and conditions of the applicable license and the terms of the manufacturer.

The registration of a domain (to a key) is for technical reasons only possible if the installation / domain is not protected by a firewall or if the installation is not on a local server environment. These circumstances must be evaluated before purchasing.

Mad4Media doesn't give refunds to products with domain binding if the purchaser hasn't validated these technical requirements.

3. Transmission

3.1 Registered items may not be resold, sublicensed, or for services not made publicly available. An exceptional case is the sell of the domain.

For this case the ownership will be transmitted to the new owner of the domain.

3.2 For violation of 3.1 extinguishes the right to use the product.

Mad4media reserves the right to deactivate or delete access to services for violations of

3.3. The resulting loss will be charged to the customer.

4. Deviations

Products with domain binding may also contain different terms.

Preceded valid are product / service description and the license of the product.

III Software and other electronic Media

The use and the legal relations of a software / electronic media will be determined in the license / licenses of the software / electronic media.

IV Services / Service Packages

1. Description

Mad4media offers 4 (four) types of services:

Download access, help desk, update service and support.

These services can be offered both individually and in combined form (as a service package) on Mad4Software.com.

The scope of services is specified in the product / service description.

2. Restriction of services / service packages

The use of Services / service packages can have deadlines, can be limited in quantity and can be bound to a domain (by II).

2.1 A time-based service begins immediately after the successful purchase of the service.

2.2 If a service is limited by a deadline and maximum use, the end of the service period rules out the claim to completeness and usage of a maximum use.

2.3 If a service is limited by a deadline and maximum use, the attainment of the maximum amount of use rules out the claim to completeness and usage of the entire service period.

2.4 A limited service will be not automatically renewed. After the deadline or reaching a predetermined limit the contract is fulfilled and the customer must re-acquire the service to extend or renew it.

2.5 In case of unavailability or inaccessibility of a temporary service Mad4Media is required within 48 hours after the announcement to allow access again. Only after the elapse of 48 hours response time legal claims can be asserted.

This rule does not come into force with force majeure.

3. Download access

3.1 In a download access the customer purchases the opportunity to download a medium.

3.2 The download access is only the subject of a sales contract if this is explicitly stated in the product / service description. This is particularly the case if the product description is using the word "download fee".

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3.2.1 If a download access is limited in time and volume the availability of download period and maximum downloads is subject of the sales contract if point 3.2 is satisfied.

3.2.2 In elapsed time or by using the maximum downloads in time or quantity limited access, the authorization to download a medium expires, even when the medium was not downloaded or is lost on the customer's debt.

3.3 If the download access is the subject of a sales contract the customer has a claim on the availability of the service.

3.4 If the download access is not the subject of a sales contract the customer has no claim on the availability of the service after (s) he has at least one time successfully downloaded the media.

4. Helpdesk

4.1 The help desk is an information portal to an electronic medium.

4.2 A helpdesk service of Mad4Media is always limited to the access of the service. Timeliness, accuracy, completeness or quality of the information is not subject to the sales contract.

4.3 Liability is excluded under the terms of I. 6.

5. Update Service

5.1 An update service offers the possibility to update a software developed by Mad4Media automatically, or by installing packages.

5.2 Unless otherwise expressly agreed, this service is limited to the access to an update server, or access to the download portal of the update packages.

5.3 Liability is excluded under the terms of I. 6.

5.4 The Update Service is an "if-available-service". This means that there is no claim for an update. An update is available if Mad4Media has published one.

5.5 A time limited update service does not entitle to a claim for an update (based on 5.4). The obligation of Mad4Media is limited to the enabling of access to any updates.

6. Support Service

6.1 A support service allows customers to ask technical questions about a product by Mad4Media.

6.2. Unless otherwise expressly agreed, the support service is limited to the provision of the technical possibility to get in contact with the support center and excludes the obligation to answer questions.

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6.3. Liability is excluded under the terms of I. 6.

6.4 Customer questions that are self-explanatory or are already declared in a manual or the help desk are excluding the obligation to answer those questions, even if an agreement was reached to compulsory answer (limited) questions.

6.5 Questions at an obligatory support service, which are based on technical problems with the runtime environment of the customer, are excluded from the obligation.

6.6 A question is considered answered if it is responded by email.
The timeliness, accuracy, completeness or quality of the answer is not the subject of a compulsory or non-compulsory Support Service.

6.7 The only acceptable communication channel is the contact possibility provided by Mad4Media and the response by email.
The questioner has to take care that the reply email address is valid and that the answer will not be screened by a spam filter.

6.8 Ticket-based support. *[Added 1. February 2011]*
The Mad4Media's own sales platform Mad4Software.com has a ticket system since January 2011. This ticket system structures and controls the communication for support requests. Support requests for ticket-based products can only be made when the customer opens a ticket while using the ticket system.

6.8.1 Products entitling to use the ticket system are marked in the product descriptions. Only purchasers of ticket-based products have the opportunity to view (use) the ticket area of the shop system.

6.8.2 The points 6.6 and 6.7 do not apply to ticket-based products.

6.8.3 Ticket usage can be limited in volume.
If a product is limited in the amount of tickets this is listed on the product page.

6.8.4 Tickets are always limited by the service time of a product.

6.8.5 Ticket credits expire at the end of the service time. Already opened tickets will remain still active, but the customer can not open new tickets.

6.8.6 For products having a limited number of tickets, open tickets will be deducted from the total balance.

6.8.7 If a ticket is closed by the customer or Mad4Media, any further use of this ticket is not possible.

6.8 A ticket will be closed from Mad4Media if the ticket has been answered sufficiently.

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6.8.9 Answered tickets by Mad4Media will automatically close if the customer does not respond within 10 days

6.8.10 Customers can view closed tickets for 30 days after closing. Thereafter, tickets will be permanently deleted.

6.8.11 There is no claim to the solution of problems. Only the qualified answer to a ticket is part of the deal.

6.8.12 There is no claim to receive a response within a specified time. Tickets will be answered according to their occurrence in a reasonable time. On weekends, public holidays and company holidays, there is no processing of tickets.

6.8.13 Mad4Media only answers questions which have been asked at the opening of the ticket. Further questions can not be used in an opened ticket. For further questions the customer needs to open a new ticket.

6.8.14 For tickets containing more than one question, the ticket is considered solved if at least one questions is answered qualified.

6.8.15 Tickets are accepted and will be answered only in English and German. Tickets in a different language will be closed and expire.

V Final Determination

1. Applicable law, place of performance and jurisdiction, contract language

It shall be the law of the Federal Republic of Germany excluding the UN sales law and the rules of conflict of law principles. Place of fulfilment of the contract is Pirmasens - Germany. If the customer is a merchant, or has no general jurisdiction in the Federal Republic of Germany, Pirmasens – Germany is agreed as the venue for any property disputes arising from this contract, if no action is based on exclusive jurisdiction. In linguistic ambiguities in relation to translations of the shop and the terms and conditions or in other cases of doubt and interpretation problems, the German text version is the ultimately binding.

2. Individually negotiated terms and changes to the contract

Individually negotiated terms, contract amendments and additions require for their validity to be in writing or to be transmitted by fax, provided it does not appear something else from these Terms.

3. Amendments to the Terms and Conditions

Changes to Terms and Conditions of Mad4Media will be communicated to the customer at least four weeks before coming into force by email. Unless the customer contradicts within four weeks after notification of the changes, they shall be deemed to be accepted and effective part of the contract. Mad4media undertakes in communicating the revised Terms and Conditions to refer again to this particular legal consequence.

4. Ineffective contract provision

If a treaty provision or a provision in the terms and conditions should be totally or partly ineffective or become ineffective, the validity of the contract or the terms and conditions shall not affect the rest. In place of the invalid condition occurs one which meets the purpose of this provision in a legally effective manner in the next. This applies to the case that there is a loophole.