

Terms and Conditions

for contracts for pecuniary interest concluded via the platform www.greyd.de between

GREYD GmbH

represented by Mark Weisbrod

Max-Planck-Straße 4

85609 Munich-Aschheim

Tel.: +4989 / 716 718 778

Email: info@greyd.de

VAT identification number pursuant to Section 27 a of the German Value Added Tax Act (*Umsatzsteuergesetz* – UStG): DE-311 979 133

– hereinafter “**GREYD**” or “**We**” –

and

visitors to the website www.greyd.de who purchase a product as part of the ordering process described in §4 or who extend the service period in accordance with §6 (4) of these Terms and Conditions

– hereinafter the “**Customer**” or “**You**” –.

§1 Scope

(1) The following Terms and Conditions (“**Terms and Conditions**”) in the version in force at the time of the order shall apply exclusively to the business relationship between GREYD and the Customer.

(2) The Terms and Conditions may be displayed, saved and printed out as a PDF file at.

(3) Differing or supplementary terms and conditions of the Customer shall not be accepted unless GREYD explicitly agrees to them in writing.

§2 Definitions

(1) The Customer shall be deemed to be a consumer if the purpose of the order cannot be predominantly attributed to his or her trade, business or profession (see Section 13 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB). In contrast, the Customer shall be deemed to be an entrepreneur if, when concluding the contract, he or she is acting in exercise of his or her trade, business or profession (Section 14 of the German Civil Code).

(2) Our website is accessible at www.greyd.de.

(3) The “customer area” means the area on our website that can be accessed by logging in with the user name (or email address) specified by the Customer when ordering for the first time and his or her personal password. Unless You are just obtaining a free trial version (see §3 (2) of these Terms and Conditions) You will be required to set up a user account.

(4) The “product” is an add-on for the WordPress Content Management System, which comprises a theme and plugins, enables simplified and standardised setting up of websites, and is offered by us at www.greyd.de.

- (5) “Updates” means updates for the product.
- (6) “Upgrades” means additional features and functions for the product.
- (7) “Documentation” means instructions for the installation and use of our product and any updates.
- (8) “Services” means the support and update services for the product offered by us via our website.
- (9) “Domain” means only the main domain (e.g. xy.de); any subdomain (e.g. “abc” in the address “abc.xy.de”) – with the exception of the subdomain “www.” – counts as a separate, i.e. an additional, domain.

§3 Product range specifications

- (1) GREYD.Suite is available as a free trial version (“Trial”), as a one-off purchase (the “Basic” version) or on a monthly subscription basis (the “Freelancer”, “Corporate” or “Agency” versions).
- (2) The free trial version (“Trial”) bears the GREYD watermark and is intended to allow new customers to try out GREYD.SUITE free of charge. Before releasing a website created by means of GREYD.SUITE the Customer can obtain and activate a GREYD.SUITE licence for a fee, whereupon the watermark is removed.
- (3) Upon purchasing the “Basic” version the Customer receives one (1) licence for creating commercial websites. One licence is necessary for each domain.
- (4) Upon taking out a subscription (for the “Freelancer”, “Corporate” or “Agency” versions) the Customer purchases licences for one (1), three (3) or for an unlimited number of domains per month.
- (5) Further details on the product scope can be found in the product range specifications at www.greyd.de/en/pricing.

§4 Conclusion of contract

- (1) The presentation of our products and/or services on our website www.greyd.de constitutes a binding offer to You to conclude a contract under the terms and conditions stated in the respective product or service specifications.
- (2) After selecting the product and services You want You will be asked to enter your personal data and payment details. You will give your binding acceptance of our offer only when You press the “Buy now” button. Upon doing so a legally binding contract is concluded between You and us. You will then be obliged to effect payment in accordance with §7 and §8 of these Terms and Conditions.
- (3) Subject-matter of this contract is the product and/or services listed in the “Your order” overview before You give your binding acceptance of the contract. Our performance depends on your product and/or service selection. Details can be found in the product and service specifications on our website.

(4) GREYD will confirm the conclusion of the contract to You by email. The email will reiterate the key details of the order. Your order will be processed and all the necessary information relating to the conclusion of the contract will be sent – partially automated – by email. Therefore, You must ensure that the email address You have registered with us is correct, that your receipt of emails is technically assured and in particular is not prevented by spam filters.

§5 Downloading, granting of rights

(1) The product, updates and related documentation are made available in the customer area on our website for downloading (electronic transfer from our servers located in Germany). The download consists of a compressed file, which contains the corresponding product source code in common file formats (.php, .html, .js, .svg, .css, .po, .mo, .png, .jpg, .eot, .ttf, .woff, .txt, .json, .htaccess, .gitignore, .editorconfig, .md, .pot, .data) for implementation in websites with WordPress software as well as the related documentation. The number of downloads is unlimited.

(2) We will grant access to the download for a product or update only after We have received the purchase price in full. Upon receipt of payment the download shall be made available without undue delay.

(3) The GREYD.SUITE product and updates are licensed under the “GREYD.SUITE Licence Terms and Conditions”, as amended. These terms and conditions can be retrieved here can be viewed during the ordering process and are also sent to the Customer via a link in the confirmation email referred to in §4 (4) of these Terms and Conditions. During the ordering process You are asked to agree to the Licence Terms and Conditions. Since most of our product is subject to licence terms and conditions with so-called “copyleft” clauses, We are obliged to amend the GREYD.SUITE Licence Terms and Conditions in the event of any changes to these licence terms and conditions. If We are forced to make amendments during an ongoing contractual relationship, §12 of these Terms and Conditions shall apply.

(4) To the extent that the documentation is protected by copyright or other rights, We grant the Customer an irrevocable, non-exclusive, global, perpetual right to use the documentation. The right to use the documentation may not be transferred or sub-licensed. The Customer may not redistribute the documentation, make it publicly available or edit it without our consent. The Customer shall state truthfully and completely any existing notices regarding authorship, copyright and similar rights in relation to use of the documentation. The Customer’s right to use the products and updates under the licences specified in paragraph 3 shall expressly remain unaffected by the limitations of use provided for in this paragraph.

(5) Multiple installations and the establishment of multiple data sets for each licence are possible, but only within the limits for created websites/domains predetermined by product type (see §3 (2) to (4)).

§6 Services

(1) Purchasing a product – except for the Trial – also entitles You to use our services. The period during which our services are available to You (so-called “service period”) as well as the scope of the services available to You depend on the option You have purchased (“Basic”, “Freelancer”, “Corporate” or “Agency” version). Our services can be used only by You personally and only for the number of domains specified in your package.

(2) As part of the services You can ask questions regarding the implementation and use of our product to our support staff in the helpcenter@greyd.de section of our website by sending an email to helpcenter@greyd.de. This will generate a support ticket. We shall answer your questions during our business hours (Monday to Friday from 9 a.m. to 6 p.m.) in line with the generally recognised and practically proven state of the art in the industry and endeavour to send You our replies within 48 hours. Depending on the scope of your questions and the total number of customer enquiries it may, however, take longer to answer your questions in individual cases.

(3) We shall also provide our updates to You during the service period. We work constantly to improve our product, but publish an update only if We are convinced of its necessity and quality. The update will be available to You in the backend of Wordpress.

(4) If You have decided on the “Basic” option You will no longer be authorised to use update services twelve (12) months after your order. You may extend the service period, however, by reacquiring the licence You have already purchased in accordance with §4 of these Terms and Conditions.

§7 Payment terms in the event of purchase

(1) Once We have accepted your offer You are obliged to pay the agreed purchase price. This shall take place without undue delay, but no later than seven (7) days after our acceptance of your offer. The purchase price shall be deemed to have been paid once your payment has been received in our account.

(2) Payment can be made via PayPal or credit card. You will receive the corresponding bank details or bank transfer details, as necessary, in our acceptance of your offer.

(2) You hereby agree to receive invoices exclusively in electronic form.

§8 Payment terms in the event of subscription

(1) In order to be able to take out a subscription You must specify one or more methods of payment. “Payment method” means a current, valid and accepted payment method within the meaning of §7 (2) of these Terms and Conditions, which You may update from time to time.

(2) The subscription fee shall be debited monthly during the term stipulated in paragraph 3 by the payment method specified by You. The payment date shall always correspond to the date on the invoice, which can be accessed in the customer area of our website.

(3) The term of a subscription shall be twelve (12) months and shall automatically be extended by a further twelve (12) months unless You cancel your subscription with three (3) months’ notice to the end of the term. To cancel it please follow the cancellation instructions in the customer area of our website. If You cancel your subscription, your account will automatically be closed at the end of the subscription term.

§9 Consumers’ right of withdrawal

(1) Consumers have a statutory right of withdrawal, which GREYD informs You of below in accordance with the statutory model. Paragraph 2 contains a model withdrawal form.

Withdrawal policy

You have the right to withdraw from this contract within fourteen days without giving any reasons. The withdrawal deadline is fourteen days from the date of the conclusion of the contract. To exercise your right of withdrawal You must inform us of your decision to withdraw from this contract by sending an unequivocal notification (e.g. a letter sent by post, a fax or an email) to:

GREYD GmbH
represented by Mark Weisbrod
Max-Planck-Straße 4
85609 Munich-Aschheim
Tel.: +4989 / 716 718 778
Email: info@greyd.de

You can use the attached model withdrawal form for this (see paragraph 2). However, this is not mandatory. If You use this option We will send You confirmation of the receipt of such withdrawal form promptly (e.g. via email). To meet the deadline for withdrawal it is sufficient to send us notification that you are exercising your right of withdrawal before the expiry of the withdrawal deadline.

Consequences of withdrawal

If You withdraw from this contract We shall refund You for all the payments that We have received from You without undue delay and no later than within fourteen days from the date on which the notification of your withdrawal from this contract is received by us. For this refund, We shall use the same payment method that You used for the original transaction, unless a different arrangement has been expressly agreed with You. Under no circumstances will You be charged any fees in respect of this refund.

(2) The model withdrawal form is set out below:

Model withdrawal form

If You would like to withdraw from the contract, then please complete this form and return it to:

GREYD GmbH
Max-Planck-Straße 4
85609 Munich-Aschheim
Tel.: +4989 / 716 718 778
Email: info@greyd.de

I/we (*) hereby withdraw from the contract I/we (*) concluded for the purchase of the following goods (*)/the provision of the following services (*)

- Ordered on (*)/received on (*)
- Name of the consumer
- Address of the consumer
- Signature of the consumer (only for notification in paper form)
- Date

(*) Delete as appropriate

– End of the withdrawal policy –

§10 Warranty provisions

- (1) The statutory warranty provisions shall apply.
- (2) If the customer is an entrepreneur, his or her warranty claims due to defects shall be time-barred after one year.

§11 Liability

- (1) We shall be liable without limitation for damages arising from injury to life, limb or health, in all cases of wilful intent or gross negligence, in case of fraudulent concealment of a defect, in case of assumption of any warranty of quality, in case of damages under the German Product Liability Act (*Gesetz über die Haftung für fehlerhafte Produkte – ProdHaftG*) and in all other cases governed by law.
- (2) Where essential contractual obligations have been breached outside the scope of application of paragraph 1 our liability in the case of minor negligence shall be limited to foreseeable damage that is typical for the contract. Essential contractual obligations are obligations arising from the nature of the contract, the breach of which would jeopardise the achievement of the purpose of the contract, as well as obligations which the contract imposes on us in accordance with its content to achieve the purpose of the contract, the fulfilment of which is indispensable in order to make the proper performance of the contract possible and on compliance with which you may generally rely.
- (3) The limitations in paragraphs 1 and 2 shall also apply in favour of GREYD's legal representatives and vicarious agents if claims are asserted directly against them.
- (4) In the event of the breach of non-essential contractual obligations, liability outside the scope of application of paragraph 1 shall be excluded in case of slightly negligent breaches of obligations.
- (5) We do not assume liability for the availability of the website (either permanent or the uninterrupted) and the services offered on it.

§12 Amendments to these Terms and Conditions

- (1) GREYD shall be entitled to make amendments, adjustments or additions to these Terms and Conditions unless they refer to material provisions of the contractual relationship (in particular the nature and scope of the services to be provided by the parties, their term and cancellation).
- (2) This power to make amendments shall exist only in case of a just cause. Such just cause shall be given if the equivalence ratio existing at the time of the conclusion of the contract is significantly disturbed as a result of unforeseeable changes, which were neither caused by GREYD nor within its control, or if a legal loophole has arisen after the conclusion of the contract as a result of a change in the law and this loophole gives rise to difficulties between GREYD and the Customer in the performance of the contract which can be remedied only by making an amendment.
- (3) The amended terms and conditions shall be notified to the Customer in text form (e.g. by email or fax) at least six (6) weeks before they enter into force. The amendments are deemed

to be approved if the Customer does not object within six (6) weeks of receiving notification. Upon the exercise of the right of objection by the Customer, the amendments shall not become part of the contract and the contract between Greyd and the Customer or agent shall continue unchanged. GREYD shall advise the Customer of the possibility to object and the period allowed for this separately at the beginning of such period. The right of the parties to cancel the ongoing contract between GREYD and the Customer (see §8 of these Terms and Conditions) shall remain unaffected.

§13 Final provisions

(1) This contract shall be governed by the laws of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall apply only to the extent that mandatory consumer protection provisions of the country of the consumer's usual place of residence at the time of his or her order are not undermined.

(2) If the Customer is a business person, a legal entity under public law or a public law special fund, the place of jurisdiction for any and all disputes arising between the Customer and GREYD as a result of an order shall be Munich.

(3) If a person should have been referred to solely in the masculine form in these Terms and Conditions, this is solely in order to improve readability; it goes without saying that use of any gender includes the other genders.

(4) The European Commission provides an online dispute resolution ("ODR") platform, which can be found at <https://ec.europa.eu/consumers/odr>. We are neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration service.

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