

# Terms and Conditions

## General Terms and Conditions and Customer Information

### I. General terms and conditions

#### § 1 Fundamental provisions

(1) The following terms and conditions apply to contracts that you conclude with us as the provider (Steffen Fahrenbach) via the <https://www.tanglebay.com> website. Unless otherwise agreed, we object to the inclusion of any terms and conditions of your own that you may use.

(2) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his or her commercial nor to his or her independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her independent professional or commercial activity.

#### § 2 Conclusion of the contract

(1) The subject of the contract is the sale of digital content (data created and provided in digital form).

(2) Already by placing the respective digital content on our website, we submit a binding offer to conclude a contract via the online shopping basket system on the terms and conditions stated in the item description.

(3) The digital contents intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time. After clicking the "Checkout" or "Proceed to order" button (or similar designation) and entering the personal data and the terms of payment, the order data will finally be displayed as an order overview.

If you use an instant payment system (e.g. PayPal (Express/Plus/Checkout), Amazon Pay, Sofort, giropay) as a payment method, you will either be directed to the order overview page in our online shop or to the website of the instant payment system provider.

If you are redirected to the respective instant payment system, make the corresponding selection or enter your data there. Finally, the order data will be displayed as an order overview on the website of the provider of the instant payment system or after you have been redirected back to our online shop.

Vor Absenden der Bestellung haben Sie die Möglichkeit, die Angaben in der Bestellübersicht nochmals zu überprüfen, zu ändern (auch über die Funktion „zurück“ des Internetbrowsers) bzw. die Bestellung abzuberechnen.

By sending the order via the corresponding button ("order with obligation to pay", "buy" / "buy now", "order with obligation to pay", "pay" / "pay now" or similar designation), you declare the legally binding acceptance of the offer, whereby the contract is concluded.

(4) The processing of the order and transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You must therefore ensure that the e-mail address you have provided to us is correct, that the receipt of the e-mails is technically guaranteed and, in particular, that it is not prevented by SPAM filters..

#### § 3 Licence of use for digital content

(1) The digital content offered is protected by copyright. For each digital content purchased from us, you will receive a usage licence from the respective licensor. The type and scope of the licence of use are set out in the licence conditions stated in the respective offer.

## **§ 4 Individually designed digital content**

- (1) You shall provide us with the suitable information, texts or files required for the individual design of the digital content via the online ordering system or by e-mail at the latest immediately after conclusion of the contract. Our specifications regarding file formats, if any, shall be observed.
- (2) Sie verpflichten sich, keine Daten zu übermitteln, deren Inhalt Rechte Dritter (insbesondere Urheberrechte, Namensrechte, Markenrechte) verletzen oder gegen bestehende Gesetze verstoßen. Sie stellen uns ausdrücklich von sämtlichen in diesem Zusammenhang geltend gemachten Ansprüchen Dritter frei. Das betrifft auch die Kosten der in diesem Zusammenhang erforderlichen rechtlichen Vertretung.
- (3) We do not check the transmitted data for correctness of content and therefore assume no liability for errors.
- (4) Insofar as stated in the respective offer, you will receive a draft correction from us, which you must check without delay. If you agree with the draft, you release the draft for execution by countersigning it in text form (e.g. e-mail). Design work will not be carried out without your approval.  
It is your responsibility to check the proof for accuracy and completeness and to notify us of any errors. We accept no liability for errors that are not objected to.

## **§ 5 Contract term / cancellation for subscription contracts**

- (1) The subscription contract concluded between you and us has the term shown in the respective offer, hereinafter referred to as the "basic term". A basic term of more than 2 years cannot be agreed.
- (2) If the subscription contract is not terminated by one of the parties one month before the expiry of the basic term (unless a shorter period is stipulated in the respective offer), it shall be tacitly extended for an indefinite period. The extended contractual relationship may be terminated at any time with one month's notice (unless a shorter period is stipulated in the respective offer).
- (3) The right to terminate without notice for good cause remains unaffected.
- (4) Any termination must be declared and transmitted either in text form (e.g. e-mail) or via the termination button integrated on our Internet presence ("Terminate contracts here" or similar designation).

## **§ 6 Special agreements on offered payment methods**

- (1) If you select a payment method offered via "PayPal" / "PayPal Checkout", the payment will be processed via the payment service provider PayPal (Europe) S.à.r.l. et Cie, S.C.A. (22-24 Boulevard Royal L-2449, Luxembourg; "PayPal"). The individual payment methods via "PayPal" are displayed to you under a correspondingly designated button on our website as well as in the online ordering process. "PayPal" may use other payment services for payment processing; if special payment conditions apply, you will be informed of these separately. You can find more information about "PayPal" at <https://www.paypal.com/de/webapps/mpp/ua/legalhub-full>.

## **§ 7 Right of retention**

You can only exercise a right of retention insofar as it concerns claims from the same contractual relationship.

## **§ 8 Warranty**

- (1) The statutory rights of liability for defects shall apply.
- (2) Insofar as a feature of the digital content deviates from the objective requirements, the deviation shall only be deemed to have been agreed if you were informed of the same by us before submitting the contractual declaration and the deviation was expressly and separately agreed between the contracting parties.
- (3) If you are an entrepreneur, the following applies in deviation from the above warranty regulations:

- a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the digital content, but not other advertising, public promotions and statements by the manufacturer.
- b) In the event of defects, we shall provide warranty at our discretion by rectification of the defect or subsequent delivery. If the rectification of defects fails, you may, at your discretion, demand a reduction or withdraw from the contract. The rectification of defects shall be deemed to have failed after a second unsuccessful attempt, unless the nature of the digital content or the defect or other circumstances indicate otherwise.
- c) The warranty period is one year from delivery of the digital content. The shortened period does not apply:
- for culpably caused damage attributable to us arising from injury to life, limb or health and for other damage caused intentionally or by gross negligence;
  - insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the digital content;
  - in the case of items which have been used for a building in accordance with their customary use and have caused its defectiveness;
  - in the case of statutory rights of recourse which you have against us in connection with rights arising from defects.

## **§ 9 Legal choice**

(1) German law shall apply. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn as a result (favourability principle).

(2) The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

---

## **II. Customer information**

### **1. Identity of the seller**

Steffen Fahrenbach  
c/o Grosch Postflex #1206  
Emsdettener Str. 10  
48268 Greven  
Germany  
Phone: +49 15144945726  
E-Mail: hello@tanglebay.com

### **Alternative Dispute Resolution:**

The European Commission provides a platform for the out-of-court settlement of disputes online (ODR platform), which can be accessed at <https://ec.europa.eu/odr>.

We are not willing and not obliged to participate in dispute resolution proceedings before consumer arbitration boards.

### **2. Information on the conclusion of the contract**

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the regulations "Conclusion of the contract" of our General Terms and Conditions (Part I).

### **3. Contract language, contract text storage**

3.1. The contractual language is English..

3.2. We do not store the complete text of the contract. Before sending the order, the contract data can be printed out or electronically saved using the browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the General Terms and Conditions will be sent to you again by e-mail.

## **4. Essential characteristics of the goods or services**

The essential characteristics of the goods and/or services can be found in the respective offer.

## **5. Prices and payment modalities**

5.1. The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.

5.2. There are no shipping costs.

5.3. The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

5.4. Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

## **6. Provision**

6.1. The conditions for provision, the provision date and any existing provision restrictions can be found under a correspondingly designated button on our website or in the respective offer.

## **7. Legal liability for defects**

Liability for defects is governed by the "Warranty" provision in our General Terms and Conditions (Part I).

## **8. Contract period / cancellation**

Information on the term of the contract as well as the terms of termination can be found in the regulation "Contract Term / Cancellation for Subscription Contracts" in our General Terms and Conditions (Part I), as well as in the respective offer.

These terms and conditions and customer information have been prepared by the lawyers of the Händlerbund who specialise in IT law and are permanently checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and is liable in the event of warnings. You can find more information on this at:

<https://www.haendlerbund.de/de...htssicherheit/agb-service>.