

# Terms and Conditions

## General terms and conditions and customer information

### The German legal text of the General Terms and Conditions and customer information prevails over the English version

#### I. General terms and conditions

##### § 1 Basic regulations

(1) The following business terms are applicable to all the contracts, which you conclude with us as a supplier (Stefanie Niemann) via the <http://www.steffiscloud.de> website or via any other means of distance communication. Unless otherwise agreed, the inclusion of your own terms and conditions, if any, is contradicted.

(2) A consumer within the meaning of the following provisions is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their independent professional or commercial activity.

##### § 2 Formation of the contract for services

(1) The object of the contract is the provision of services (e.g. remote maintenance, consulting/coaching, courses, on-site service).

(2) By placing the respective service offer on our website, we submit to you a binding offer to conclude a contract via the online booking system under the conditions specified in the service description.

(3) The contract is concluded via the online booking system as follows:

You can use the corresponding button in the navigation bar to select the service you require and start the online booking process.

Im Online-In the booking process, you select the desired date and enter your personal data. Finally, all booking data is displayed as a booking overview. Before submitting the booking, you have the option of checking all the details again, changing them (also using the "back" function of the Internet browser) or canceling the booking.

By sending the booking via the corresponding button, you declare your legally binding acceptance of the offer, whereby the contract is concluded.

(4) Your requests for a quotation are non-binding for you. We will submit a binding offer to you in text form (e.g. by e-mail), which you can accept within 5 days (unless another period is specified in the respective offer).

(5) The processing of the booking 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 e-mails is technically ensured and, in particular, that it is not prevented by SPAM filters.

##### § 3 Conclusion of the contract for download products

(1) The subject of the contract is the sale of download products (digital content that is not supplied on a physical data carrier).

(2) By placing the respective download product on our website, we make you a binding offer to conclude a contract via the online shopping cart system under the conditions specified in the offer description.

(3) The contract is concluded via the online shopping cart system as follows:

The download products intended for purchase are stored 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.

So weit If you use an instant payment system (e.g. PayPal / PayPal Express, Stripe) as a payment method, you will either be directed to the order overview on our website or you will first be redirected to the website of the provider of the instant payment system. If you are redirected to the respective instant payment system, make the appropriate selection or enter your data there. Finally, you will be redirected back to the order overview on our website.

Before submitting the order, you have the option of checking all details again on the order overview page, changing them (also via the "back" function of the Internet browser) or canceling the order.

By sending the order via the corresponding button, you declare your legally binding acceptance of the offer, whereby the contract is concluded.

**(4)** Your requests for a quotation are non-binding for you. We will submit a binding offer to you in text form (e.g. by e-mail), which you can accept within 5 days (unless another period is specified in the respective offer).

**(5)** 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 e-mails is technically ensured and, in particular, that it is not prevented by SPAM filters

#### **§ 4 Formation of the contract for goods**

**(1)** The subject of the contract is the sale of goods.

**(2)** Our offers on the Internet are non-binding and not a binding offer to conclude a contract.

**(3)** You can send us inquiries regarding the purchase of goods or the preparation of an offer via the inquiry form integrated on our website or by telephone, e-mail or post. Your inquiries are not binding for you.

We will submit a binding offer to you in text form (e.g. by e-mail), which you can accept within 5 days (unless another period is specified in the respective offer).

#### **§ 5 Individual design**

**(1)** If the scope of the booked service, the purchased download product or the offered goods includes an individual design according to your wishes, you provide us with the necessary suitable information, texts or files via the online booking system or online ordering system, with your offer request or at the latest immediately after conclusion of the contract by e-mail. Any specifications we may have regarding file formats must be observed.

**(2)** You undertake not to transmit any data whose content infringes the rights of third parties (in particular copyrights, naming rights, trademark rights) or violates existing laws. You expressly indemnify us against all claims asserted by third parties in this connection. This also applies to the costs of any legal representation required in this connection.

**(3)** We do not check the transmitted data for correctness of content and therefore accept no liability for errors.

#### **§ 6 Usage license for download products**

The download products offered are protected by copyright. You will receive a user license for each download product purchased from us. The scope of the user license is specified in the respective offer or you confirm this before you can download the product.

#### **§ 7 Performance of services**

**(1)** Our performance obligations arise from the service description of the respective offer.

**(2)** You are obliged to cooperate if further information must be made available to us in order to provide the service or if a specific act of cooperation is required on your part.

**(3)** The service shall be provided on the agreed dates or within the agreed deadlines (in the case of agreed advance payment or on account only after the time of your payment instruction).

#### **§ 8 Provision of services for courses**

(1) The courses are held in the form described in the respective offers on the agreed dates.

(2) Insofar as the implementation of the courses is dependent on the number of participants, the minimum number of participants results from the respective offer.

If the minimum number of participants is not reached, we will inform you in text form (e.g. by e-mail) at least 3 days before the start of the course that the booked course will not take place. In this case, any services already rendered will be refunded immediately.

(3) You can nominate a substitute participant at any time before the start of the course. You will not incur any costs for this rebooking.

## **§ 9 Withdrawal / Cancellation**

(1) You can withdraw from the contract free of charge up to 24 hours before the agreed date (unless another period is specified in the respective offer). The withdrawal must be in text form (e.g. e-mail). The relevant time for compliance with the deadline is the receipt of the declaration of withdrawal by us.

Cancellation is no longer possible less than 24 hours before the agreed date (unless a different deadline is specified in the respective offer).

(2) The statutory right of withdrawal is not affected by this; it exists irrespective of the existence or non-existence of this additional right of withdrawal.

## **§ 10 Contract term, termination for continuing obligations**

(1) In the case of continuing obligations, the contract concluded between you and us has a term of 1 year (unless a different term is specified in the respective offer). The contract ends automatically at the end of the term; no notice of termination is required.

(2) The right to terminate the contract without notice for good cause remains unaffected by this.

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

### **Credit check**

If you make advance payments, e.g. payment on account or direct debit, your data will be forwarded to SCHUFA Holding AG, Komoranweg 5, 65201 Wiesbaden, Germany, for the purpose of a credit check based on mathematical-statistical procedures in order to safeguard our legitimate interests. We reserve the right to refuse you the payment method on account or direct debit as a result of the credit check.

## **§ 12 Right of retention, retention of title**

(1) You may only exercise a right of retention insofar as it concerns claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

(3) If you are an entrepreneur, the following also applies:

a) We reserve title to the goods until all claims arising from the current business relationship have been settled in full. Pledging or transfer by way of security is not permitted before the transfer of ownership of the reserved goods.

b) You may resell the goods in the ordinary course of business. In this case, you hereby assign to us all claims in the amount of the invoice amount that accrue to you from the resale; we accept the assignment. You are further authorized to collect the claim. However, if you do not properly meet your payment obligations, we reserve the right to collect the claim ourselves.

c) If the goods subject to retention of title are combined and mixed, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the other processed items at the time of processing.

d) We undertake to release the securities to which we are entitled at your request to the extent that the realizable value of our securities exceeds the claim to be secured by more than 10%. We shall be responsible for selecting the securities to be released.

## § 13 Warranty

(1) The statutory warranty rights of Germany apply.

(2) As a consumer, you are requested to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you fail to do so, this will have no effect on your statutory warranty claims.

(3) If you are an entrepreneur, the following shall apply in deviation from the above warranty provisions:

a) Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the item, but not other advertising, public promotions and statements by the manufacturer.

b) In the event of defects, we shall, at our discretion, either rectify the defect or deliver a replacement. If the rectification of defects fails, you may, at your discretion, demand a reduction in price 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 item or the defect or other circumstances indicate otherwise. In the event of rectification of defects, we shall not be obliged to bear the increased costs incurred by moving the goods to a location other than the place of performance, unless such relocation corresponds to the intended use of the goods.

c) The warranty period is one year from delivery of the goods. The shortening of the period does not apply:

- We are not liable for culpably caused damages resulting from injury to life, body or health and for other damages caused intentionally or through gross negligence;
- insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item;
- for items that have been used for a building in accordance with their normal use and have caused its defectiveness
- in the case of statutory recourse claims that you have against us in connection with warranty rights.

## § 14 Choice of law

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

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

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## II. Customer information

### 1. Identity of the provider / seller

Stefanie Niemann Györer Str. 5/87 99089 Erfurt Germany

Telephon: +49 162 9567707 E-Mail: [info@steffiscloud.de](mailto:info@steffiscloud.de)

### Alternative dispute resolution:

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

### 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 correction options are carried out in accordance with the provisions "Conclusion of the contract" of our General Terms and Conditions (Part I).

### 3. Contract language, contract text storage

3.1. The contract language is German.

3.2. The complete text of the contract is not saved by us. Before submitting the booking via the online booking system or the order via the online shopping cart system, the contract data can be printed out using the browser's print function or saved electronically. After receipt of the booking or order by us, the booking or order data, the legally required information

for distance selling contracts and the General Terms and Conditions will be sent to you again by e-mail.

3.3. In the case of requests for quotations, you will receive all contract data as part of a binding offer in text form, e.g. by e-mail, which you can print out or save electronically.

#### **4. Codes of conduct**

We have submitted to the European Code of Conduct, which can be viewed at: <http://www.euro-label.com/kodex/index.html>.

#### **5. Key features of the services, Download products, memberships, coaching, services or goods**

The essential features of the services and/or download products and/or membership packages and/or services and/or goods can be found in the respective offer.

#### **6. Prices and payment methods**

6.1. The prices stated in the respective offers as well as the shipping costs for goods and any travel costs for services represent total prices. They include all price components including all applicable taxes.

6.2. The shipping costs incurred are not included in the purchase price of the goods. They are shown separately in the respective offer and are to be borne by you in addition, unless free delivery has been agreed.

6.3. Any travel costs incurred are not included in the price of the service. They are shown separately in the respective offer and during the online booking process and are to be borne by you in addition, unless free travel has been agreed.

6.4. The payment options available to you are shown under the "Payment and shipping" button on our website or in the respective offer. Unless otherwise stated there, the payment claims from the concluded contract are due for payment immediately.

6.5. Unless otherwise agreed, payment for course bookings must be made before the start of the course, otherwise there is no entitlement to participation.

#### **7. Delivery conditions for download products and memberships**

The delivery conditions, the delivery date and any existing delivery restrictions can be found under the "Payment and shipping" button on our website or in the respective offer.

#### **8. Terms of delivery for goods**

8.1. The terms of delivery, the delivery date and any existing delivery restrictions can be found in the respective offer.

8.2. If no other period is specified in the respective offer, the goods will be delivered within 7 days after conclusion of the contract (in the case of agreed advance payment, however, only after the time of your payment instruction).

8.3. If you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment only passes to you when the goods are handed over, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or another person designated to carry out the shipment.

If you are an entrepreneur, delivery and shipment are at your risk.

#### **9. Statutory liability for defects**

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

#### **10. Contract term, termination**

Information on the term of the contract and the termination conditions can be found in the "Contract term, termination for continuing obligations" provision in our General Terms and Conditions (Part I), as well as in the respective offer and in your customer account.

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## Payment and shipping

### Payment and shipping

The following conditions apply:

#### Shipping conditions Lieferung von Download-Produkten:

For download products (digital content that is not delivered on a physical data carrier) there are no shipping costs.

Download products are sent to you as a file by e-mail and stored in your customer account.

- OR -

You can download products via a link sent to you by e-mail.

- OR -

You can download products in your customer account. You will also be informed by e-mail when they are available in the customer area.

The download product or download link will be sent or made available for download in the customer area within 24 hours of conclusion of the contract (in the case of agreed advance payment only after the time of your payment instruction), unless another period is specified in the respective offer.

#### Lieferung von Mitgliedschaften:

For memberships (digital content which provides rights within the website and forum and which are not delivered on a physical data carrier) there are no shipping costs.

- OR -

You can view, cancel or extend memberships in your customer account. You will also receive this information by e-mail when you renew or cancel your membership.

Further details can be found in the respective offer description.

### Zahlungsbedingungen

Terms of payment

- Payment via PayPal
- Payment by direct debit / credit card via PayPal
- Payment by credit card, ApplePay, GooglePay, SEPA, GiroPay (via Stripe)

#### Further details on payment

If you pay by credit card, ApplePay or GooglePay, your credit card account will be debited when the contract is concluded.

These general terms and conditions, payment and shipping conditions and customer information were created by the lawyers of the Händlerbund who specialize in IT law and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and is liable in the event of warnings. Further information can be found at: <https://www.haendlerbund.de/agb-service>.

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