



## I. TERMS

### § 1 BASIC PROVISIONS

(1) The following terms and conditions apply to all contracts you conclude with us as a provider (Clemens Wawrzyniak) on the website freisteller24.eu. Unless otherwise agreed, the inclusion of any of your own terms used by you is contradicted.

(2) A consumer within the meaning of the following rules is any natural person who concludes a legal transaction for purposes which can be attributed to neither his commercial nor his independent professional activity. An entrepreneur is any natural or legal person or a legal partnership that, in the course of entering into a legal transaction, is exercising its independent professional or commercial activity.

### § 2 REGISTRATION AS A CUSTOMER

To book our services you need to register as a customer. This is free of charge and does not lead to any obligations. As part of the registration, a customer account will be set up under your chosen username and password. After submitting the registration you will receive an e-mail confirming link to unlock your account. Upon request, the transmitted data and the customer account will be deleted by us immediately.

### § 3 FORMATION OF CONTRACT

(1) The subject of the contract is the provision of image processing services (exemption works).

(2) Already with the setting of the respective services on our website, we make you a binding offer to conclude a contract for the conditions specified in the terms of reference.

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

The services intended for the booking are stored in the "shopping cart". Via the corresponding button in the navigation bar, you can call up the "shopping basket" and make changes there at any time.

After invoking the page "Proceed to checkout" and entering the personal data and the terms of payment, all order data will finally be displayed on the order summary page. As far as you use an instant payment system (eg PayPal, Stripe, GoUrl) as a payment method, you will either be guided a) in our online shop to the order summary page. After confirming all details, you confirm the order by clicking on the "Order now for a fee" button. After the order summary, you will be redirected to the payment



provider. Only after receiving your payment, the order is considered confirmed by us.

Alternatively, you are b) first forwarded to the website of the provider of the instant payment system. If the forwarding to the respective instant payment system takes place, you make the appropriate selection or input of your data there. Finally, you will be redirected back to our online shop on the order overview page. Before submitting the order, you have the opportunity to review all information here again, to change (also via the function "back" of the Internet browser) or cancel the order.

By submitting the order via the button "Order now for a fee" you declare legally binding the acceptance of the offer, whereby the contract comes about.

(4) The processing of the order and the transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You therefore have to ensure that the e-mail address you provide us with is correct, that the reception of the e-mails is technically ensured and, in particular, that no SPAM filters prevent this.

#### § 4 SERVICE PROVISION

(1) We owe the individual services resulting from the respective service description. These are provided to the best of our knowledge and belief in person or by third parties.

(2) You provide us with the image files required for the provision of services via the online ordering system via data upload. Our specifications for file contents and file formats must be observed.

(3) You agree not to provide any data that violates the rights of third parties (in particular copyrights, naming rights, trademark rights) or violates existing laws. You expressly release us from all claims of third parties asserted in this context. This also concerns the costs of the legal representation required in this context.

(4) Unless otherwise stated in the respective offer, the service will be provided within 48 hours after the time of your payment order. You can download the cropped image via an e-mailed link.

#### § 5 RIGHT OF RETENTION

You can only exercise a right of retention, in so far as it concerns claims arising from the same contractual relationship.

#### § 6 RIGHT CHOICE

(1) German law applies. For consumers, this choice of law applies only insofar as this does not remove the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence (favorable principle).

(2) The provisions of the UN Sales Convention explicitly do not apply.



## II. CUSTOMER INFORMATION

### 1. IDENTITY OF THE PROVIDER

Clemens Wawrzyniak, Im Tal 3, 57612 Helmeroth,  
Germany  
Telefonnummer: +49-2682-9645503  
E-mail: support@freisteller24.eu

Alternative dispute resolution:

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

### 2. INFORMATION ABOUT THE CONCLUSION OF THE CONTRACT

The technical steps to conclude the contract, the conclusion of the contract itself and the correction options are made in accordance with the provision "Conclusion of the contract" in our General Terms and Conditions (Part I).

### 3. CONTRACT LANGUAGE, TREATY TEXT STORAGE

3.1. Contract language is German.

3.2. The complete contract text will not be saved by us. Before submitting the order via the online shopping cart system, the contract data can be printed out or electronically saved using the browser's print function. Once the order has been received by us, the order data, the legally required information for distance contracts and the general terms and conditions will be sent to you by e-mail.

### 4. CODES OF CONDUCT

We have complied with the buyer seal quality criteria of the Händlerbund Management AG and, consequently, the Ecommerce Europe Trustmark Code of Conduct, available at: <http://www.haendlerbund.de/images/content/kaeufersiegel/kaeufersiegel-qualitatskriterien.pdf> and <http://www.ecommercetrustmark.eu/the-code-of-conduct>.

### 5. ESSENTIAL FEATURES OF THE SERVICE

The essential features of the service can be found in the respective offer.

**freisteller24**

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USt-ID: DE209380938



## 6. PRICE AND PAYMENT METHODS

6.1. The prices quoted in the respective offers represent total prices. They include all price components including all applicable taxes.

6.2. You have the following payment options, unless otherwise specified in the online ordering process:

- Payment via PayPal (also credit card)
- Payment by credit card via Stripe
- Payment via Bitcoin via GoUrl.

6.3. The payment claims from the contract are due for payment immediately.

## 7. STATUTORY WARRANTY RIGHTS

There are statutory liability for defects.

These GTC and customer information were created by the lawyers specializing in IT law of the dealer association and are permanently checked for legal compliance. The Händlerbund Management AG guarantees the legal certainty of the texts and is liable in case of warnings. Further information can be found at <http://www.haendlerbund.de/aqb-service>.

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