

GENERAL TERMS AND CONDITIONS

ShabuShabu.eu Glumpler GbR

§1 Area of Validity

- (1) The following T&C (General Terms and Conditions) apply to all legal transactions of the company Glumpler GbR according to the agreement with his contractual partner, hereinafter referred to as "customer".
- (2) The customer is notified in writing of any changes of these Terms and Conditions. They are considered acknowledged if the customer does not object in writing. The customer must send the objection to Glumpler GbR within 4 weeks after the notification of the changes.

§2 Forwarded Orders

- (1) If an order is executed in such a way that Glumpler GbR commissions a third party with the further execution Glumpler GbR fulfils the order by forwarding the order to the third party in its own name.
- (2) The offers of Glumpler GbR are subject to confirmation and non-binding. The prices stated in the individual quote are valid; all other prices are listed in the currently applicable price list.

§3 Conclusion of the Webdesign Contract

- (1) An agreement with Glumpler GbR is concluded with the forwarding of the signed customer order by fax, email or with the sending of the order confirmation on the part of Glumpler GbR by mail.
- (2) The object of the agreement is the following:
Creation and design of web sites with Open Source software plus any customer requests according to the written offer of Glumpler GbR or according to the customer's requirement specification.

§4 Data

The customer releases Glumpler GbR from all claims of third parties regarding the data handed over. In the event of loss of data Glumpler GbR cannot be held responsible unless Glumpler GbR acts intentionally or grossly negligently. In the event of Glumpler GbR not being culpable or responsible the customer is obliged to transfer all required data again free of charge.

§5 Data Protection

The contractual partner herewith agrees that within the scope of the concluded agreement details about his person are stored, changed and/or deleted and that within the scope of necessity data may be transferred to third parties. This applies, in particular, to the transfer of data required for the registration and/or change of a domain (Internet address). The data is saved according to the regulations of the German Data Protection Act. The contractual partner may obtain information about the saved data at any time verbally or in writing from Glumpler GbR, Stefan Glumpler & Boris Glumpler, Lautensackstr. 16, 80687 Munich, Germany, Tel.: +49-89-57868436, mail [a t] shabushabu [d o t] eu.

§6 Webdesign Prices and Payments

(1) The invoice is issued in advance, unless otherwise agreed, according to the valid price list of Glumpler GbR or according to the prices agreed individually with the customer. 30% of all invoices are payable immediately and without deduction after the delivery of a Photoshop layout of the web site to be created and the customer's respective consent. The remaining 70% of the amount invoiced are payable immediately and without deduction after the completion of the web site at dev.shabushabu-webdesign.com, after the customer's granting of authorisation and before the installation on the customer's server.

(2) After receipt of the amount invoiced (deposit) at Glumpler GbR and with the availability of the customer data required for the services Glumpler GbR will provide the contractually agreed services. If the customer is in default with due payments Glumpler GbR reserves the right not to provide any services to the settlement of the outstanding amounts and to invoice the customer for any costs incurred. If the customer is in default with payments of invoices due the customer is obliged to pay interest for default amounting to five percent over the base rate p.a., unless the customer proves that the interest loss, which the provider incurs, is lower. The assertion of the provider's further claims for default, in particular, the proof of higher interest losses is not excluded.

(3) The customer must raise objections on the basis of an incorrect or incomplete statement of account within 6 weeks after receipt; if he asserts his objections in writing the posting within the 6-week-period suffices. The forbearing of timely objections is considered as acknowledgement.

§7 Trademark Rights / Copyrights

The customer is obliged to assume all legal responsibilities regarding copyrights, youth protection, press laws and the "rights to one's own pictures". Only such texts and images may be published or made available for publication for customer-commissioned publications, which are subject to the relevant rights of use and, where applicable, for which the person depicted has granted the required consent. For all work created on the part of Glumpler GbR the copyrights remain with Glumpler GbR, unless otherwise agreed.

§8 Liability

- (1) The customer bears the risk of the legal permissibility of the activity and creation of projects on the part of Glumpler GbR. The customer releases Glumpler GbR from claims of third parties, if Glumpler GbR expressly acted upon the customer's request although Glumpler GbR voiced doubts regarding the permissibility of the measures.
- (2) If for some measures to be carried out Glumpler GbR considers that the review of the competitive law on the part of a particularly specialist person or institution is required the customer will bear the costs after mutual agreement.
- (3) Damage claims against Glumpler GbR are excluded unless they are due to the intentional or grossly negligent behaviour on the part of Glumpler GbR or its vicarious agent. The statute of limitations for the assertion of damage claims is three years and commences from the point in time that the action causing the obligation to damage compensation was taken. If in individual cases the legal statute of limitations lead to shorter terms for Glumpler GbR the latter will apply.
- (4) For all further damage claims the legal provisions of the “Bürgerliches Gesetzbuch” (BGB, Civil Code) apply.
- (5) The Glumpler GbR liability amount is limited to the damages typical in comparable businesses of this kind, which were foreseeable upon the conclusion of the agreement or at the latest at the time of the breach of duties.
- (6) The liability of Glumpler GbR for consequential damages for the legal reason of the positive breach of the agreement is excluded if and as far as the liability of the same does not result from the breach of duties that are essential for the fulfilment of the contractual purpose.

§9 Membership & Support Subscriptions, Cancellation

- (1) Customers can choose between a free membership and four charge-based subscription types. The current membership options and plans can be found at <http://shabushabu.eu/membership-options/>.
- (2) Customers with a free membership can upgrade to a charge-based subscription out of their account at any time.
- (3) The free membership has an open-end runtime, whereas the charge-based subscription has a minimum runtime according to the chosen subscription plan.
- (4) Charged-based subscriptions will automatically be renewed and extended by the period of the chosen subscription plan as long as they are not cancelled according to §9 (6).
- (5) A free membership can be cancelled at any time at no cost. Just contact us through our contact form at <http://shabushabu.eu/contact/>.
- (6) A charge-based subscription can be cancelled at any time at no cost by simply terminating the subscription in the customer's own PayPal account. This cancellation will be effective from the end of the individual subscription period. After

the end of the subscription period, the customer's account will automatically be transferred into a free membership account.

§10 Other Regulations

- (1) There are no verbal side agreements to this agreement. Changes or additions require an instrument in written to take legal effect.
- (2) A change to the contractual clause 10 also requires the written form.
- (3) The customer is not entitled to assign his claims from this agreement.

End of GENERAL TERMS AND CONDITIONS

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Glumpler GbR

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