

# General Terms and Conditions (GTC)

## 1. Scope and Supplier

1. These **General Terms and Conditions (GTC)** apply to the business relations between VARGA CLASSICS, hereinafter referred to as **VCS**, and the customer.
2. The address and contact details of your contract partner are: Angelika Varga, Route de Sion 15, CH-1971 Champlan. E-Mail: mail@vargaclassics.com
3. These **GTC** apply to the entire product range (downloads) in the download portal of **VCS**.
4. The offer in our portal is aimed exclusively at customers who have reached the age of 18 years.
5. Contract language is exclusively German.
6. The client can call up and print out the respective valid **GTC** on the VARGA CLASSICS website under vargaclassics.com/AGB.

## 2. Conclusion of Contract

1. The product presentation in the portal of **VCS** makes an application for the conclusion of a contract for the paid download of digital products (sound, text files, PDF).
2. By clicking on the "Buy" button, the customer concludes an agreement with **VCS** for the download of the selected download file(s) at the respectively specified price(s).
3. By sending the payable order (clicking on the "Buy" button), the customer declares his agreement with the **GTC**. For this purpose, the customer is asked before submitting the payment order to accept the terms and conditions (**GTC**).

## 3. Prices

The prices listed in the VARGA CLASSICS portal are in Swiss Francs (CHF) incl. VAT. The prices at the time of the order apply. Shipping costs do not apply.

## 4. Terms of Payment, Default

1. **VCS** accepts the following payment method: **Credit card**
2. Payment must be made immediately.
3. If the customer is in default with a payment, he is obliged to pay interest on arrears in the amount of 5 percent of the outstanding amount. A reminder fee may be charged for each reminder sent to the customer after the default has occurred. In addition, we are entitled to claim higher damages, in particular with regard to the enforcement of claims by a debt collection agency or a lawyer.

## 5. Delivery

1. The delivery of the purchased download(s) (download file, PDF) takes place by providing a respective download link by e-mail to the e-mail address specified in the customer account. The e-mail will be sent immediately after the payment has been completed. The link can be clicked by the customer and starts the download to the storage medium selected by the customer.
2. The e-mail link can only be used once. Further downloads are not possible via the provided link. There is no entitlement to the transmission of further download links to the already purchased download file(s).
3. It is the responsibility of the customer to provide suitable software (e.g. Acrobat Reader) which enables the download files (PDF) to be opened and printed out properly.
4. An exchange of the purchased download(s) is not possible.

## **6. Revocation Instruction**

### **Exclusion or premature expiry of the right of revocation**

1. In connection with the delivery of digital content not contained on a physical data carrier (downloads, sound, image or text files), the right of revocation shall lapse or expire prematurely with the express consent of the customer (Art. 40h VE-OR; cf. EU/Germany, § 356 Para. 5 BGB).
2. A right of revocation of the customer is excluded for the digital contents (downloads) provided by **VCS**.
3. Before submitting the payable order, the customer is requested via clickbox to acknowledge the **GTC** as binding for him and to accept that his right of revocation expires with the commencement of the execution of the contract.

## **7. Copyrights and Rights of Use**

1. The products (download files) provided by **VCS** are protected by copyright.
2. The customer acquires a temporally unlimited, simple, non-transferable right of use exclusively for private, non-commercial use. The customer is granted no exploitation rights.
3. The customer can save the purchased downloads on his personal devices and make backups or copies for personal use only.
4. The customer may not – neither digitally nor in printed or other form, in full or in part – resell, distribute, make publicly accessible or pass on to third parties in any other form the purchased downloads (sound, image, text files, PDF). The right to reproduce is limited to acts of reproduction which are exclusively for private use.
5. The granting of rights of use by **VCS** to the customer is subject to the condition precedent of full payment of the purchase price.
6. **VCS** is entitled to individually personalize downloadable digital content with visible and invisible markings to enable the investigation and legal prosecution of the original purchaser in the event of misuse.
7. In the event of unauthorized use of the digital content by the customer or a third party, **VCS** reserves the right to take legal action in any case.

## **8. Data Protection**

When placing an order, **VCS** requests certain information about the customer, in particular name, address, e-mail, means of payment. This information is necessary for the proper conduct of business relations. The customer order data is stored. Your data will be treated confidentially. For further information on data protection, please refer to Data Protection ([vargaclassics.com/Datenschutz](http://vargaclassics.com/Datenschutz)).

## **9. Liability**

1. There are no claims of the customer for compensation for damages that did not arise on the product itself.
2. Our liability is limited to the direct damage in the amount of the paid downloads. A liability claim for slight negligence as well as for consequential or indirect damages is excluded.
3. In the event that the behaviour of the customer leads to claims of third parties against **VCS**, the customer agrees to indemnify **VCS** in full, including legal and court costs.
4. The exclusion of liability does not apply to unlawful intent or gross negligence (Art. 100 para. 1 OR).

## ***10. Final Provisions***

1. Should one or more provisions of these **General Terms and Conditions (GTC)** be or become invalid, the validity of the remaining provisions shall not be affected thereby.
2. Contracts between **VCS** and the customer are subject to Swiss law.
3. Place of jurisdiction is Sion, Switzerland.

**Only the German version of these General Terms and Conditions (GTC) is legally valid.**