

AGBs – General Terms and Conditions

Addendum for Subscriptions

This is an Addendum to our **General Terms and Conditions**. Please also read the General Terms and Conditions carefully.

These Terms and Conditions constitute an agreement (“Agreement”) between you (“you”, “your”, “user”, “Customer”, or “Merchant”) and PTM EDV Systeme GmbH (“PTM”, “us”, “we” or “our”) for recurring billing of products or services (“Service” or “Services”). This Agreement governs both the Services and any assigned account (“Account”) used in connection with the Services.

TERM

The term of this Agreement begins on the date we activate Services for your Account. This Agreement will continue from month to month until terminated by either party pursuant to the terms hereof.

ORDER ACCEPTANCE POLICY

Your submission of your order on the Site or receipt of an email confirmation signifies acceptance by PTM of your order and the provision of your Account. PTM may verify orders to prevent fraud. Should PTM suspect the placement of a fraudulent order (even after you have received an email confirmation of acceptance of your order and the provision of your Account), PTM may contact you by email or telephone regarding such suspected fraudulent order and, in PTM’s sole discretion, we may interrupt, restrict, or terminate your Account without notice to you.

TRIAL ACCOUNTS

PTM allows you to trial its service/software free of charge for 14 days. We reserve the right to terminate trial accounts at any time after the end of the 14 day trial period.

TERMINATION / CANCELLATION

You may terminate this Agreement at any time by ceasing all use of the Services or by notifying PTM of your desire to cancel your Service. We may terminate this Agreement, at any time, without notice to you, if we believe, in our sole judgement, that you have breached or may breach any term or condition of this Agreement. You agree that termination of this Agreement will not relieve you of any obligation to pay any accrued charges.

All sections which by their nature should survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

You shall be charged the full amount of the fee for the month/year in which the Services were terminated. There is no pro-rated refund or discount provided when an account is terminated.

REFUND POLICY

14-Day Free Trial: this version of our Service requires no credit card for signup. This gives you a zerorisk way to try our Service for 14 days. If you decide to upgrade at any time during the 14-Day Free Trial, the free trial ends and your Account is upgraded to a Paid Account.

Paid Account: When you purchase a Paid Account or upgrade from a 14-Day Free Trial to a Paid Account, the PTM billing system charges your credit card for the initial billing period. After that, the billing system automatically renews your Account every month, (every year if you choose the annual plan,) and charges the appropriate amount to your credit card. PTM accepts credit cards and will automatically bill your card according to your selected plan (monthly/yearly). If the fees due are not paid within the allocated time period or if we cannot process your credit card with the information you provided then PTM reserves the right to cancel both access to your account and the data stored within that account. If you do not pay any fees due within ten (10) days of us sending you a written due notice, then we reserve the right to downgrade your account and stop the service.

Cancellation/Termination: if you cancel your Account or if we terminate the Service as specified in Clause TERMINATION/CANCELLATION, no further amounts will be charged to your credit card. However, you are responsible for any amounts already charged to your credit card.

Refunds: our Service is a pay-as-you-go service. Therefore, we do not issue refunds, even if you cancel your Account immediately after your credit card is charged for the new billing period. For example, if we charge your credit card on August 10th, and you cancel your Account on August 15th, you are still responsible for paying for the entire month (or year, if you have selected an annual plan.) No subsequent charges are applied to your credit card, but the amounts already charged are not refunded.

We treat all customers equally, so we do not make exceptions to this policy.

SERVICE AVAILABILITY

We will make every available effort to keep PTM's Services operational 24 hours a day, 7 days a week. There will be periods of downtime for maintenance and upgrades, and sometimes, for reasons that we did not plan. We will attempt to provide at least 24 hours of notice for scheduled maintenance or downtime, but some downtime may be unscheduled and beyond our control.

WE MAKE NO GUARANTEE AS TO UPTIME OR AVAILABILITY OF THE SERVICE.

MODIFICATION

We may change or modify this Agreement from time to time, but any such change (a) will be made in good faith, and (b) if significant (as determined in the sole discretion of PTM), will only be made after first providing you with notice of the change. You can review the most current version of this Agreement at any time at our Site (www.msrm-addons.com). If you do not agree to a significant change, you may terminate this Agreement by terminating use of the Services and/or by requesting that we terminate your Services.

ASSIGNMENT

We may assign all or part of our rights or duties under this Agreement in connection with a sale of all or substantially all the assets of PTM to a third party without notice to you; provided any such third

party shall be obliged to honor the terms of this Agreement. You may not assign this Agreement without our prior written consent.

NOTICES

Except as otherwise provided in this Agreement, notices and other communications under this Agreement shall be in writing and shall be delivered, mailed by first-class mail, postage pre-paid, or sent by facsimile or electronic mail, addressed, (a) if to you, at the address as kept in our files or at such other address as you shall have furnished to us in writing, or (b) if to us, at:

PTM EDV Systeme GmbH
Bahnhofgürtel 59
8020 Graz
Austria

Your notice must specify your name and Account. Each such notice, request, or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii) if sent by facsimile or email, when sent and receipt is electronically confirmed or (iii) if given by any other means (including, without limitation, by air courier), when delivered at the address specified above. Oral notices shall be deemed effective on the date reflected in our records.

GENERAL INFORMATION, PUBLICITY, ENTIRE AGREEMENT

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

You hereby consent to PTM publicizing the existence (but not the terms) of the relationship contemplated hereunder as a part of promotional and marketing activities from time to time by PTM.

This Agreement constitutes the entire agreement between PTM and you with respect to your use of the PTM Site, Materials, Content, Services, and your Account, and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between PTM and you with respect thereto.

The failure of PTM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.