

AGBs – General Terms and Conditions

English

General Terms and Conditions

This is a legal contract between you (natural person or juristic person) and the PTM EDV-systems GmbH (in the sequence of the contract only PTM named). Through the order of the software, you confirm that you have read and understood this license contract and explain yourself with the following license conditions agreed. Further you confirm that with respect to this software only this license contract is legal, independent of earlier written or oral promises of each type. Should you not be agreeing with the license conditions or not understand this contract, you may not order the software.

If you order a subscription, please read **the General Terms and Conditions Addendum for Subscriptions** carefully.

1. Concession of a license

The software is property of PTM or its supplier and is protected through copyright laws and international copyrights, international contracts and other national legal specifications as well as laws and agreements on intellectual property. With the purchase, you do not acquire only the license but the utilization of the software, and not the software itself. You may generate a copy of the software exclusively for security purpose or archiving purposes or to transfer the software to a single hard disk as far as you store the original exclusively for security purpose or archiving purposes.

2. Copyrighting this license

This contract gives you the authorization, to use a copy of the software-product (software) from PTM that was acquired with this license on a computer. The software is "in use" on a computer if it is loaded into the memory (RAM) or on a permanent storage device (for example. on a hard disk, CD-ROM or one other data carrier) on this computer. "Not in use", is a copy of the software, that is installed on a network server for the exclusive purpose of internal distribution to other computers, provided that you possess a license, for every computer, on which the software is used.

3. Further restrictions

You neither rent out this software, lease lend or assign further licenses. You are not entitled to downgrade the development (Reverse engineering), to decompile or disassemble the software unless and only so far like the applicable right, without regard to this restriction, has been specifically allowed.

4. Download of a Trial-version

After registration on our homepages you have the right to download a full operable Trial-version of the software that PTM offers. This is free of charge. The Trial versions of our software have no

functional restrictions compared to the full versions offered, but are restricted to write only in the quantities scaffolding, and/or print "Trial-version" in some fields. Apart from this our Trial-versions only have a time restriction function. Therefore you have the possibility to really test each product offered by PTM before purchasing.

5. Restricted guarantee / liability

You acknowledge specifically and agree that you use the software at your own risk. PTM rejects each specific or tacit guarantee in regard to usefulness or usability for a certain purpose. PTM gives no guarantee that the functions contained in the software correspond to your requirements or that the usage of the software will be uninterrupted and flawlessly or that mistakes in the software must be corrected. All performance data and other software descriptions represent therefore no assurance of any characteristics, even if they refer to DIN and or other standard references.

The total risk with respect to the results and the achievements of the software lies therefore with you. Should the software be damaged, you carry the risk and the costs of necessary repair measures or corrections.

6. Customer claims

The total liability of PTM and its suppliers and its exclusive claim exist after choice of PTM either

- a) In the repair or
- b) In the replacement of the software

Advanced guarantee claims are excluded. This restricted guarantee does not count if the loss of the software can be led back to an accident, misuse or defective use. For the replacement-software, PTM only extends the guarantee for the remainder of the original guarantee time. The guarantee period is therefore not extended in the case of a replacement delivery.

7. No further guarantee

PTM and its suppliers exclude themselves for further guarantee regarding the software and the written accompanying material. This debarment also applies, but not exclusively, to the tacit supposed usefulness for a certain purpose.

8. No liability for resulting damage

Neither PTM nor its suppliers are liable for any damages that indirectly, concretely arise as resulting damage based on the use of this software or the inability to use this software. Even if PTM had been instructed of the possibility of such damage. Herein included are unrestricted damages out of escaped profit, operation interruptions, loss of commercial information or financial losses. Untouched claims, which are based upon inevitable legal directions to the product liability, remain.

9. Software download

With downloads the Pay-before-download principle applies, i.e. first after successful payment you will receive the so-called „Software-activation-key" per E-MAIL. This „Software-activation-key" will convert your installed Trial-version to the full-version.

10. Right to withdraw

For the downloaded product you have no right to withdraw because you have the possibility to test the ordered software beforehand as a Trial-version.

11. Data protection and applicable right

So far after the projecting conditions and/or compelling right a responsibility of PTM comes into consideration, for this done damage only in intent and coarse carelessness cases.

You acknowledge that data cited in the contract can be stored by PTM and/or the expelled supplier for the purposes of settlement and own marketing purposes (customer evidence, current information). Data is only passed on should this be required for the contract settlement as defined in our Privacy Policy.

You declare up to revocation of this agreement to be informed by PTM and its partners (respectively indicated dealer suppliers) about achievements, products and novelties also per E-MAIL.

Austrian right counts exclusively, with exclusion from reference to standard norms and the [UN convention on contract for the international sale of goods](#). Jurisdiction is Graz.

Should you have any questions to this contract or want to get in touch with PTM, write to: PTM EDV-systems gmbh, Bahnhofgürtel 59, 8020 Graz, Austria.

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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.