**DRAFT**

**General Terms and Conditions**

Last update: ADD DATE

1. **Scope**

These General Terms and Conditions (“Terms and Conditions”, “GTC”) apply to all services (the “Services”) provided by us to our customers in the version valid at the time of the order.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”),

| **Company name or name\*:** Online Store GmbH / Name Online Store Soletrader |
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| **Owner / Representative\*:** First Name Last Name |
| **Street, Nr.\*:** Street 1 |
| **ZIP, Place\*:** ZIP, City |
| **Country:** Germany |
| **Registry Nr.:** 123456 |
| **Telephone:** +1112222 |
| **Telefax:** +211111 |
| **E-mail\*:** online@store.com |
| **Online presence\*:** www.peter-onlinestore.com |

and us (“Company”, “we”, “us”, or “our”) concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms and Conditions.

We operate the website <https://www.holvi.com/de-en/ecommerce-website/>, as well as the related Services which refer to or are linked to these Terms and Conditions.

Supplemental terms and conditions or documents that may be posted on the Services from time to time expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time. We will notify you about any changes by updating the “Last update” date of these GTC, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised GTC by your continued use of the Services after the date such revised GTC are posted.

1. **Use of Services**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own liability and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1. **Purchases and Payment**
	1. The prices of the Services displayed on the online store are in Euros and inclusive of any applicable taxes, unless stated otherwise.
	2. We reserve the right to modify prices at any time, but the price applicable to an order will be the price displayed at the time of purchase.
	3. Payments are processed by Emerchantpay (“EMP”). EMP offers several means of payment, from which you need to select one to make your payment.
	4. You agree to provide current, complete and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method and payment card expiration date, so that EMP can complete your transactions and contact you as needed.
2. **Third-Party Websites and Content**

The Services may contain (or you may be sent via the site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by us and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware these Terms and Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

1. **Service Management**
	1. We reserve the right, but not the obligation to:

		1. Monitor the Services for violations of these GTC;
		2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these legal terms, including without limitation, reporting such user to law enforcement authorities;
		3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technological feasible) any of your contributions or any portion thereof;
		4. In our sole discretion and without limitation, notice or liability to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
		5. Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.
2. **Privacy Policy**

We care about data privacy and security. Please review our Privacy Policy (ADD LINK TO PRIVACY POLICY). By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these GTC.

1. **Terms and Termination**
	1. These Terms and Conditions shall be valid from the date of your completed registration for use of the Services and continue until terminated by us or by you, as provided below.
	2. You may terminate these Terms at any time by notifying us in writing.
	3. Without limiting any other remedies, we may suspend or terminate the Services or these GTC for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the GTC will be without prejudice to any rights or obligations which arose prior to the date of termination.
2. **Amendments and Interruptions**
	1. We reserve the right to change, modify or remove the content of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension or discontinuation of the Services.
	2. We cannot guarantee the Services will be available at all times. We may experience hardware, software or other problems or need to perform maintenance related to these Services, resulting in interruptions, delay or errors. We reserve the right to change, revise, update, suspend, discontinue or otherwise modify the Services at any time or any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage or inconvenience caused by your inability to access our use of the Services during any downtime or discontinuance of the Services. Nothing in these GTC will be construed to obligate us to maintain and support the Services or to supply any corrections, updates or releases in connection therewith.
3. **Governing law and venue**
	1. These GTC are governed by and interpreted following the laws of Germany, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Both parties agree to submit to the non-exclusive jurisdiction of the courts of XXX, which means that you may make a claim to defend your consumer protection rights in regards to these GTC in Germany, or in the EU country in which you reside.
	2. Any disputes arising out of or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of XXX.
4. **Dispute resolution**

The European Commission provides an [online dispute resolution platform](https://ec.europa.eu/consumers/odr/main/?event=main.home2.show), which you can access. If you would like to bring this subject to our attention, please contact us.

1. **Corrections**

There may be information on the Services that contains typographical errors, inaccuracies or omissions, including descriptions, pricing, availability and various other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information on the Services at any time, without prior notice.

1. **Limitations of Liability**

Our liability for damages, irrespective of the legal grounds (in particular in the case of delay or defects), is limited to the foreseeable damage typical for the contract. This limitation of liability does not apply to our liability for intentional conduct or gross negligence, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

1. **User Data**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

1. **Miscellaneous**
	1. These Terms and Conditions and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us.
	2. Our failure to exercise or enforce any right or provision of these GTC shall not operate as a waiver of such right or provision.
	3. These Terms and Conditions operate to the fullest extent permissible by law.
	4. We may assign any or all of our rights and obligations to others at any time.
	5. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
	6. If any provision or part of a provision of these GTC is determined to be unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.
2. **Contact us**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

| **Company name or name\*:** Online Store Oy / Peter Online Store Soletrader |
| --- |
| **Owner / Representative\*:** First Name Last Name |
| **Steet, Nr.\*:** Street, 1 |
| **ZIP, City\*:** ZIP, City |
| **Country:** Germany |
| **Telephone/Fax:** +211111 |
| **E-Mail\*:** online@store.com |