

GENERAL TERMS AND CONDITIONS

THE

PSW GROUP GMBH & CO. KG

Version: v. 6.8
Fulda, the 19.04.2024

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1. GENERAL

1.1. Our General Terms and Conditions (GTC) are an integral part of the contract for agreements between PSW GROUP GmbH & Co. KG, hereinafter referred to as PSW GROUP, and its customers. They apply to all present and future business transactions, deliveries and services of PSW GROUP.

1.2. If the customer accepts further GTCs from the respective certification body as part of the order, the GTCs of the PSW GROUP will always take precedence in the event of a conflict between the GTCs of the certification body and the PSW GROUP GTCs.

1.3. Deviating, conflicting or supplementary general terms and conditions are hereby rejected and shall not become part of the contract. These GTC shall also apply exclusively if we provide our services without reservation in the knowledge of conflicting GTC of the customer.

1.4. Customers within the meaning of these General Terms and Conditions are both entrepreneurs and consumers.

1.5. Entrepreneurs are in particular natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity.

1.6. Consumers are natural persons who conclude the legal transaction primarily for a purpose that cannot be attributed to their commercial or independent professional activity.

1.7. Codes of conduct

Our website www.psw-group.de bears the EHI Tested Online Shop seal of approval. In order to receive this seal, we are regularly checked by the EHI Retail Institute GmbH for compliance with the criteria of the EHI Code of Conduct. You can view the code of conduct under the following link: ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien/

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2. CONTRACTUAL PARTNERS / PROVIDER LABELLING

The contract is concluded with:

PSW GROUP GmbH & Co. KG,
Flemingstr. 20-22,
36041 Fulda

Telephone: 0661/480276-10
E-mail: info@psw-group.de
Office hours: Monday-Friday 09:00-18:00

Register court: Local court Fulda
Register number: HRA 5007
Tax number: 018 357 60369
Value added tax identification number: DE243718955
DUNS number: 53-747-3485

Personally liable partner:
J.C. Beteiligungsgesellschaft mbH,
Flemingstraße 20-22,
36041 Fulda

Register court: Local court Fulda
Register number: HRB 5474

Managing director authorised to represent the company:
Patrycja Schrenk

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3. CONCLUSION OF CONTRACT

3.1 PSW GROUP offers are always subject to change and merely represent an invitation to the customer to place an order. A contract is only concluded when the order is accepted by PSW GROUP by means of an order confirmation. In the case of an automated order via the PSW API or the ACME client, the order is accepted by assigning an order number. If the customer does not receive an order confirmation within 2 days, the order has not been accepted by PSW GROUP and therefore no contract has been concluded.

3.2 PSW GROUP is authorized to have the contract executed in whole or in part by third parties.

3.3 The prices at the time of the order will apply.

3.4 The contract will be concluded in German.

3.5 You order on our website by going through the following steps:

a) Manual ordering via the website and the internal shop

Once you have decided on your certificate and a duration, start the order process by clicking on 'Order'.

You can then choose whether you want to continue with an existing user account, create a user account or order as a guest.

On the following page you can then enter your certification request (CSR), select the desired encryption if necessary and click on 'Continue'.

In the rest of the ordering process, you enter the certificate validation information and, depending on the certificate type, the data of the 'certificate owner. The details of the contact person for this order are requested under 'Order'. Information such as the order overview and any further queries from our support team will be sent to this address.

If you do not have a customer account, enter the invoice recipient's details on the next page. Finally, select the desired payment method and you have the option of entering a voucher code.

Before you send your order, you will receive a summary of all the details of your order (in particular billing address, product, price, quantity, payment method) in the order overview.

After you have agreed to our GTC and the GTC of the certification body, click on the 'Order with costs' button to submit your order. By doing so, you are offering us the conclusion of a purchase contract.

If you are a registered customer and place your order via the customer console, the order process may differ from the procedure described above. The process can be shortened considerably by saving the details. A shopping cart function is also available for bulk orders.

b) Automated ordering via the PSW API

To be able to send orders via the PSW API, you need access to the PSW console. Use the 'Register' button to create a customer account in the PSW console.

The API access can be created in the 'Automation' tab under 'API'. Click on 'Create new application'.

Once you have clicked on 'Create new application', start configuring the API access. Firstly, you must specify the name of the application, which you can freely select. Next, enter the IP address from which the calls will be made.

In the next step, select 'REST' under API type. You can also specify the webhook URL and the webhook format.

In the further course of the configuration, you have the option of specifying whether you would like to receive emails for all processes.

Once you have agreed to our terms and conditions and the cancellation waiver, click on the 'Create API access' button to create the application.

You will now be shown the API endpoint, your access data and the API description. To place an order, follow the implementation instructions in the API description.

The final activation of the access takes place after approval by the PSW GROUP.

c) Automated ordering via the ACME client (subscription service)

The prerequisite for using the ACME Client is the installation of the ACME Client software, which we provide to the customer by us at no additional cost.

Successful validation of the certificate owner is a prerequisite for the automated issue of SSL certificates. The certificate owner must be validated before the ACME Client is created.

Create and check certificate owner

First, the customer registers via the PSW GROUP website and creates a new contact 'Certificate owner in the Administration tab under 'Contacts'. Once all the details of the certificate owner have been entered, click on 'Save' to start the validation of the organisation. The certification authorities carry out the organisation validation based on the data entered. As soon as the validation has been completed, you will receive a corresponding notification by e-mail.

Once the validation of the certificate holder has been completed, the ACME client can be created in the Automation tab under 'API'.

Configuring the ACME client

Once you have clicked on 'Create new application', you can start configuring the client. Firstly, you must define the name of the application, which you can freely select. The next step is to enter the IP address from which the calls will be made.

The next step is to select the API type. To be able to use the ACME client, the 'API type' ACME must be selected here.

The certificate holder must now be selected. This can be selected from all pre-validated contacts.

Then select the product with the desired certificate validity period. The prices are shown for the duration of the respective product. This product is ordered automatically and installed on your server using the ACME client.

In the further configuration, you have the possibility to specify if you want to receive e-mails for all processes.

After you have agreed to our GTC and the GTC of the certification authority and the cancellation waiver, close your application by clicking on the 'Save ' button.

You will now receive your access data and installation instructions as well as instructions on how to install the ACME client on your server.

The final activation of the client will take place after approval by the PSW GROUP.

To place an order and start the subscription service, follow the installation instructions and specify in the ACME client for which domains SSL certificates are to be ordered and installed. At the end of the certificate term, the client orders the selected certificates again for each specified domain. Until you set in the ACME client that the orders should no longer be carried out automatically.

3.6 In addition to these GTC of PSW GROUP, the General Terms and Conditions ('Subscriber Agreements') of the respective certification authority apply as follows:

If the certification authority is Sectigo, the General Terms and Conditions of Sectigo, which are available at <https://www.sectigo.com/legal>

If the certification authority is GlobalSign, the General Terms and Conditions of GlobalSign, which are available at <https://www.globalsign.com/en/repository>

If the certification authority is DigiCert, the General Terms and Conditions of DigiCert, which are available at <https://www.digicert.com/legal-repository>

If the certification authority is SwissSign, the General Terms and Conditions of SwissSign, which are available at <https://www.swisssign.com/support/repository.html>

If the certification authority is Eviden (Atos), the General Terms and Conditions of Eviden (Atos), which are available at <https://pki.atos.net/trustcenter/de/download/trusted-root-ca>

If the certification authority is Certum, the General Terms and Conditions of Certum, which are available at <https://www.certum.eu/en/repository/>

If the certification authority is D-Trust, the General Terms and Conditions of D-Trust, which are available at: <https://www.d-trust.net/de/support/repository>

If the certification authority is Entrust, the General Terms and Conditions of Entrust, which are available at <https://www.entrust.com/legal-compliance/entrust-certificate-services-repository>

If the certification authority is procilon, the General Terms and Conditions of procilon, which are available at <https://www.procilon.de/agbs>

If the certification authority is SIGNIUS, the General Terms and Conditions of SIGNIUS, which are available at <https://signius.de/agbs/>

In the event of deviating regulations, the GTC of PSW GROUP shall take precedence.

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4. OBLIGATIONS OF THE CUSTOMER

4.1 The customer warrants that the data provided to PSW GROUP is correct and complete. He undertakes to inform PSW GROUP immediately of any changes to the data or to carry out a correction himself and to reconfirm the current accuracy within 14 days of receipt upon request from PSW GROUP. This applies in particular to the name and postal address of the customer, e-mail address and telephone number of the contact person.

4.2 The customer is obliged to inform PSW GROUP immediately after becoming aware, but at the latest on the same day, of any faults recognisable by him in connection with the services of PSW GROUP, including the detailed circumstances of their occurrence. Later complaints cannot be considered. This naturally also applies to the failure or non-availability of a service which is guaranteed by PSW GROUP as standard. If the fault analysis shows that PSW GROUP is not responsible for the fault, the customer will bear the costs of rectifying the fault.

4.3 The customer is obliged to comply with the licence and copyright conditions of the consultants, manufacturers and suppliers. Furthermore, he is responsible for the appropriate licensing of delivered or installed software or hardware.

4.4 The customer must carry out a complete data backup, in particular before any work by PSW GROUP begins or before the installation of hardware or software supplied. PSW GROUP is not liable for data loss. We would like to point out that the session may be recorded during remote maintenance for quality assurance purposes. If you do not wish this to happen, you can object to this at the start of the session. Please ensure that you close all applications that are not required before remote maintenance.

4.5 Offers with the addition 'I confirm that I am an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) and that I am acting within the scope of my commercial or independent professional activity. I am aware that the following offers are not aimed at consumers and cannot be utilised by them.' are aimed exclusively at entrepreneurs. The customer undertakes to provide only truthful information in the ordering process.

4.6 Violations of the customer's obligations from the aforementioned points entitle PSW GROUP to extraordinary cancellation of the contract.

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5. SOFTWARE AND DIGITAL CERTIFICATES

5.1. The information provided by the customer when placing the order is binding. Incorrect information provided by the customer shall be solely at the customer's expense. Software and digital certificates that correspond to the customer's specifications are therefore always correct. Before concluding the contract, the customer must check whether the specification of the software or certificate corresponds to his wishes and requirements. He assures that he is aware of the essential functional features and conditions of the software.

5.2. The software is legally protected. Unless expressly agreed otherwise, PSW GROUP grants the customer a simple right to use the software. PSW GROUP has obtained the corresponding rights from the rights holders.

5.3. Software can be obtained by download and digital certificates can be obtained by download and e-mail. For software, the licence key for software activation is sent by e-mail. User instructions and documentation for the software are available for download on the respective product page of the website.

5.4. Unless otherwise agreed, the customer has no claim to the provision of the source program.

5.5. If the certificate subsequently becomes invalid for the customer because the URL specified by the customer to which the certificate relates changes, the customer cannot derive any rights from this. In particular, the customer has no right to change the issued certificate or to receive a new certificate free of charge for the remaining certificate validity period of the original digital certificate. This also applies in particular if the customer's top-level domain is subsequently cancelled permanently, for whatever reason.

5.6. If the certification authority subsequently ceases to exist during the agreed certificate validity period, so that verification of the certificate is no longer possible for the remaining certificate validity period, this will be at the sole expense of the customer, insofar as the subsequent cessation of the certification authority was not already recognizable to PSW GROUP at the latest at the time PSW GROUP carried out the fulfilment action.

5.7. If the security of a certificate can no longer be guaranteed, in particular after a security incident due to circumvention of the security system at PSW GROUP or the certification authority, the certificate will be cancelled immediately without the need for prior notification to the customer. There is no obligation to provide a replacement certificate free of charge for the remaining certificate validity period, nor is there any entitlement to a pro rata refund in the event of premature termination of the contract, provided that PSW GROUP is not responsible for the security incident. PSW GROUP would be responsible for the security incident in particular if the security system of PSW GROUP did not correspond to the current state of the art at the time of the attack.

5.8. If the customer obtains digital certificates as part of a subscription service via the ACME client, the customer is obliged to request the new certificate automatically ordered via the ACME client for the subsequent period via the ACME client within a period of two months after the end of the certificate term of the expired certificate and to confirm the URL to which the certificate relates. If the customer does not fulfil this obligation, the certification authority is entitled to withdraw the new certificate provided. The customer is informed that in this case the subscription service for the selected certificate is permanently interrupted and can no longer be continued for the remaining term. This does not affect the customer's obligation to pay remuneration. In particular, there is no entitlement to (pro rata) reimbursement of the purchase price for the remaining agreed term.

5.9. Obvious defects and faults in the delivered software and the digital certificates sent or made available must be reported by the customer immediately. Defects will be rectified at the discretion of PSW GROUP. If digital certificates are faulty (e.g. the expiry date of the certificate is before the end of the agreed certificate validity), PSW GROUP will endeavor to change or reissue the certificate immediately after notification by the customer to the certification authority. If it transpires that the reported defect does not actually exist or is not attributable to the software supplied or the digital certificates sent, PSW GROUP will be entitled to invoice the costs of checking the reported defect and other processing separately on the basis of the usual market remuneration. The customer undertakes to keep digital certificates, revocation passwords or PINs (personal identification number) sent to him by PSW GROUP protected from unauthorized access by third parties and to keep these data secret.

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6. CANCELLATION CONDITIONS FOR DIGITAL CERTIFICATES

6.1 The validity of digital certificates regularly ends on the expiry date. Termination or cancellation is not necessary. In the case of a certificate package, the next certificate is automatically reordered. This process is repeated until the expiry date of the package is reached.

6.2 Digital certificates may lose their validity before the expiry date is reached for the following reasons:

- a) The customer cancels the digital certificate (see 5.5.).
- b) The certification authority cancels the digital certificate (see 5.6.).
- c) The PSW GROUP cancels the digital certificate (see 5.7.).
- d) Interested parties cancel the digital certificate. E.g. law enforcement authorities.

6.3 If the customer cancels the digital certificate vis-à-vis PSW GROUP, PSW GROUP is entitled to cancel this digital certificate vis-à-vis the certification authority and to make all necessary declarations so that the certification authority can withdraw the cancelled digital certificate. If there is no free cancellation period for the digital certificate cancelled by the customer, there is no entitlement to a (pro rata) refund of the purchase price in the event of cancellation by the customer.

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7. REMOTE MAINTENANCE

7.1 The following services are part of remote maintenance contracts:

- - Support and assistance with the installation of software and digital certificates
- - Support with problems with applications
- - Analysing and rectifying error messages

7.2 Remote maintenance work will be carried out within the normal business hours of PSW GROUP (weekdays 9:00 to 18:00).

7.3 After conclusion of the contract, PSW GROUP will make the software required for remote maintenance available to the customer for download.

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8. TERMS OF PAYMENT / PRICE ADJUSTMENT

8.1 The remuneration for the services of the PSW GROUP, insofar as it is not already stipulated in the contracts, will be calculated according to the PSW GROUP prices stated in the order. Deviations from this require a written agreement, insofar as no other regulation has been agreed in advance. All prices are inclusive of VAT at the applicable rate unless otherwise stated.

8.2 In the case of permanent provision of services by PSW GROUP, invoicing will be monthly, unless expressly agreed otherwise. When ordering via the API, an invoice for the ordered certificate will be issued after each order.

8.3 Invoices will only be sent in digital form with the agreement of the customer. Duplicates in paper form can be requested for a fee of EUR 2.

8.4 The customer may only raise objections to the invoice in text form within one week of receipt of the invoice. If these are not raised within this period, the scope and amount of the invoice shall be deemed to be recognized.

8.5 Flat-rate usage fees are due for payment in advance on the first working day of each month.

8.6 Offsetting against payment claims of the PSW GROUP is only permitted with undisputed or legally established claims.

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9. PAYMENT METHODS

9.1. The PSW GROUP offers the following payment methods:

- - Paypal: Payable immediately, invoice will be provided after the order

Customers from Germany:

- - Invoice, payable within 7 days
- - Credit top-up: Invoice, payable within 7 days
- - SEPA mandate: Payable on direct debit

Additionally for:

Customers from abroad:

- - Invoice, payable within 7 days
- - Stripe: Payable immediately, invoice will be provided after the order is placed

You can find more information about our payment methods [here](#).

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10. DEFAULT OF PAYMENT, RETENTION OF TITLE

10.1 Reminders shall generally be sent at 7-day intervals. A reminder and administration fee of € 5.00 shall be charged for each reminder. If the payment deadline in accordance with section 9 of the GTC is exceeded, interest on arrears shall also be charged at the statutory rate. Any costs incurred as a result of the reminder, in particular collection costs or legal fees to determine the identity based on the available data, will also be charged to the customer. Furthermore, PSW GROUP may withhold any further services and invoice and demand payment of all remuneration for the services provided to date.

10.2 Until the purchase price has been paid in full, the delivered goods will remain the property of PSW GROUP.

10.3 If the customer is in arrears with payment, PSW GROUP may, without prejudice to other rights, take back, block or delete delivered goods or rights (in particular software and digital certificates) to secure its rights if it has notified the customer of this and given him a reasonable grace period.

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11. CONTRACT DURATION AND CANCELLATION

a) Service contracts and subscription services

Contracts for the services of the PSW GROUP come into force with their signing or with the first act of fulfillment.

Unless otherwise agreed, contracts for services and subscription services are concluded for an indefinite period and can be cancelled by either party at any time with a notice period of four weeks to the end of the month, in the case of subscription services at the end of the certificate validity period.

b) Termination for good cause and form

The right to cancellation for good cause remains unaffected by this. An important reason for the PSW GROUP exists in particular if

- - the customer is in serious breach of his contractual obligations,
- - the customer is in arrears with payments for more than one month despite the setting of a deadline,
- - the customer becomes insolvent or
- - insolvency proceedings are opened against the customer's assets.

Ordinary or extraordinary cancellations must be in text form to be effective.

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12. DELIVERY TIMES, DELIVERY DELAYS, DELIVERY RESERVATIONS

12.1 Digital certificates are delivered within three working days at the earliest after successful validation. The duration of validation depends on the type of certificate and also depends on how quickly you complete the domain validation. Please refer to the respective product page for any exceptions.

12.2 If delivery times cannot be met, customers will be informed immediately.

12.3 Due to copyrights, certification authorities do not issue digital certificates that contain an internal computer name or keywords such as Facebook, Microsoft or other legally protected brand names in the fully qualifying domain name to be certified. In the event that the ordered goods are not available, we reserve the right not to deliver. In this case, we will inform you immediately and refund any payments already received without delay.

12.4 Due to the provisions of the CA/B Forum, digital certificates are not issued for the following countries, among others: Cuba, Iran, North Korea, Libya, Sudan, Sierra Leone, Syria.

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13. DATA PROTECTION, STORAGE OF THE CONTRACT

13.1. The PSW GROUP is entitled to process the data entered by the customer within the scope of the conclusion of the contract (Section 3), in particular also personal data such as contact data, e-mail addresses and information required for issuing, in order to process the order. For details, please refer to our privacy policy here:

Processing on the website: <https://www.psw-group.de/datenschutz/>

Processing in our console: <https://www.psw-group.de/datenschutz/konsole>

13.2. Your orders will be stored by us after conclusion of the contract until expiry of the statutory retention periods or regulatory requirements of the certification bodies. As soon as the purpose of storage has been fulfilled, your data will be deleted.

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14. LIABILITY

14.1. The PSW GROUP is liable without limitation in accordance with the statutory provisions for the intentional or grossly negligent causation of damages by its legal representatives and commissioned employees, as well as for damages resulting from culpable injury to life, limb or health.

14.2. PSW GROUP will be liable for such damages which are not covered by Clause 14.1 and which are caused by slight negligence, insofar as this negligence concerns the breach of contractual obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely (so-called cardinal obligations). The liability of PSW GROUP is limited to the foreseeable damage typical for the contract.

14.3. PSW GROUP's liability is otherwise excluded. In particular, PSW GROUP is not liable in cases of force majeure. Cases of force majeure are in particular

- Computer sabotage by a third party,
- Spying on and intercepting data as a result of
 - Circumvention of the security system by third parties at the certification body
 - Bypassing the security system at PSW GROUP or the customer, insofar as the security system corresponds to the current state of the art at that time and is customary in the market,
- Forces of nature,
- Fire,
- Failure of communication networks,
- Pandemics
- Official orders.

14.4 PSW GROUP is not liable in accordance with clauses 14.1 and 14.2 for such damages which are based on the breach of obligations of the customer, in particular the obligation of the customer to back up his data.

14.5 The limitations of liability according to this Clause 14 also apply to cases of fault on the part of vicarious agents of PSW GROUP. In particular, the limitations of liability also apply to disadvantages or damages which occur due to changes to the product characteristics, the validation guidelines, the exclusion of certain domain names (in particular top-level domains) or other changes to framework conditions by the certification authorities. Also covered by the restrictions are cases of erroneous issuance of digital certificates or misconfigurations by certification authorities.

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15. CANCELLATION POLICY

15.1 Cancellation policy

If the customer is an entrepreneur within the meaning of § 14 BGB (entrepreneur is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent activity when concluding a legal transaction), he has no right of revocation and return in accordance with § 312g BGB in conjunction with § 355 BGB. The right of withdrawal only applies to consumers within the meaning of Section 13 BGB (a consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside his trade, business or profession).

Customers who are consumers have a right of withdrawal in accordance with the following provisions:

15.1.1 Right of withdrawal in the case of a purchase contract

Cancellation policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods.

To exercise your right of withdrawal, you must inform us

PSW GROUP GmbH & Co. KG,
Flemingstraße 22,
36041 Fulda

Phone: 0661/480276-10
E-Mail: info@psw-group.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). (You may use the attached model withdrawal form, but this is not obligatory).

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

You must return or hand over the goods received to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods. You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

-End of the withdrawal policy

15.1.2 Right of withdrawal in the case of a service contract and for contracts for the delivery of digital content that is not delivered on a physical data carrier:

Cancellation policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us

PSW GROUP GmbH & Co. KG,
Flemingstraße 22,
36041 Fulda

Phone: 0661/480276-10
E-Mail: info@psw-group.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). (You may use the attached model withdrawal form, but this is not obligatory).

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

-End of the withdrawal policy-

15.2 Reasons for exclusion or expiry

Unless the parties have agreed otherwise, there is no right of withdrawal for contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

If the subject of the contract concluded on the basis of these terms and conditions is the purchase of standard software that is not delivered on a physical data carrier, the above right of withdrawal ends prematurely if the standard software has been sent to you by e-mail at your request or if you have retrieved the standard software provided for download as agreed and you have expressly confirmed before the start of the execution of the contract that you are aware that you lose your right of withdrawal by your consent with the start of the execution of the contract.

There is no right of withdrawal for contracts for the delivery of computer software in a sealed package if the seal has been removed after delivery.

In the case of a contract for the provision of services, the right of withdrawal also expires if we have provided the service in full and have only started to perform the contract after

- you have expressly consented to us commencing performance of the contract before expiry of the withdrawal period, and
- you expressly confirm before the start of execution that you are aware that you will lose your right of withdrawal upon complete fulfillment of the contract by us.

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16. Cancellation form

Sample cancellation form

If you wish to cancel the contract, please complete this form and return it to us.

To:

PSW GROUP GmbH & Co. KG

Flemingstraße 22

36041 Fulda

E-Mail: info@psw-group.de

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for notification on paper)

Date

Delete as appropriate

[Sample cancellation form as PDF](#)

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17. ALTERNATIVE DISPUTE RESOLUTION

17.1. The European Commission provides a platform for online dispute resolution on the Internet at the following link: -: <http://ec.europa.eu/consumers/odr>

17.2. This platform serves as a contact point for the out-of-court settlement of disputes arising from online purchase or service contracts in which a consumer is involved.

17.3. PSW GROUP GmbH & Co. KG is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board. If you have any questions or problems, please always contact feedback@psw.de.

18. FINAL PROVISIONS

18.1. If individual contracts contain deviating provisions, these shall take precedence over the General Terms and Conditions of the PSW GROUP.

18.2. The General Terms and Conditions and the written agreements of both contracting parties reflect the agreements of the contracting parties in full. There are no collateral agreements.

18.3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the local place of jurisdiction for all disputes arising from the contract shall be Fulda, unless an exclusive place of jurisdiction has been agreed.

18.4. These General Terms and Conditions and the contracts concluded with the customer are subject to German law with the exception of the UN Convention on Contracts for the International Sale of Goods.

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Version 6.8

Fulda, the 19.04.2024

PSW GROUP GmbH & Co. KG