



GENERAL TERMS AND CONDITIONS

SCOPE OF APPLICATION

1. These General Terms and Conditions "GTC" apply to the business area of Keys.Express GmbH, Betriebsstätte Deutschland, Gymnasialstr. 2, 55543 Bad Kreuznach, Germany (hereinafter "we", "us" or "company"). The Company owns and operates the website keys.express (hereinafter "Website").
2. The company sells product keys to private and business customers ("customer", "you") for the activation of the respective computer programs via the website. The license is formed only from the respective installation and the acceptance of the terms of use, which regulates the right of use between you and the respective manufacturer.
3. These terms and conditions always apply in the version valid at the time of the respective execution of the contract for the above-mentioned areas as well as the other services which the company provides directly and indirectly to the customer.
4. The order is confirmed by the supplier. The contract is concluded as soon as the buyer receives the confirmation. If the confirmation is not received within a reasonable period of time, the buyer is considered to have rejected the order and is entitled to conclude the contract with another supplier.
5. These GTCs also apply to purchase contracts concluded by other means, e.g. by telephone, fax, letter or other platforms such as ricardo.ch. The currently valid GTCs are made directly accessible to the customer for these types of execution of contracts. The customers are also informed in the order confirmation where they can download the GTC on the Internet.

PRICES

1. The company reserves the right to change the prices at any time. The prices valid at the time of the execution of the contract are available on the website "keys.express" or according to the separate price list that the company shall apply. For the customer, the valid prices are the ones available at the time of the execution of the contract.
2. The prices are given in CHF, EUR, USD, GBP. Value added tax and advance recycling fee, as well as processing, are included. Shipping costs will be charged separately.
3. There is no minimum purchase value for redeeming vouchers, campaigns or discounts.
4. Voucher and discount campaigns can be combined. Voucher and discount campaigns can only be used in our online shop for one purchase. After that they are not valid anymore. Vouchers can't be transferred and can only be redeemed by the person who received them directly from the company electronically or by post.
5. If voucher and discount campaigns are redeemed several times in the online shop by the same customer, the company reserves the right to bill the customer for this amount and/or to block their account. The company also reserves this right in cases where the customer attempts to bypass this regulation, in particular by using different email addresses.



6. In case of special conditions for vouchers, promotions and discounts, please check the relevant information on the respective promotions and discounts. In this case, they shall have priority over these GTCs. The special conditions will be explained by the company during the voucher or discount campaign and will also be sent in the confirmation email for the online purchase.

DELIVERY CONDITIONS

1. The delivery should take place as soon as possible. Unless otherwise agreed, delivery will be made electronically.
2. The delivery takes place within the next 24 hours, but mostly immediately after receipt of the order.
3. If the order includes the physical delivery of an USB stick or DVD with the installation, we will send it to you by post or any other delivery service for an additional charge. In addition to the surcharge, the customer has to bear the shipping costs. With the USB stick and the DVD, all you have to do is double-click on the start or setup file and the installation will begin by itself. Then simply enter the product key when prompted and the installation will be fully automatic from the USB stick or performed from the DVD.
4. If you have opted for physical delivery, we will inform the customer of a provisional delivery date with the order confirmation or we will contact you directly to arrange an individual delivery date.
5. If the delivered goods are defective at the time of the transfer of risk, e.g. due to a manufacturer's error, or a wrong delivery or an incomplete delivery, we will either deliver a replacement or cancel the purchase and refund the purchase price to the customer.
6. The customer's warranty claim expires if the customer does not report the defect or wrong delivery within 14 calendar days after receipt of the goods or within 14 calendar days after making them available for download by email, telephone, fax or post.

LIABILITY AND ACTIVATION GUARANTEE

1. Should a product key not work, we will replace it immediately free of charge. (The activation with other/modified versions from the Internet/retail trade can fail under certain circumstances. This happens very rarely, and if it does, you will receive a new product key or money back immediately. You have no risk).

USE

1. The product key is intended for one-time activation on one computer. The period of use is unlimited as long as the product is used on the same device. If the computer is reformatted, reinstalled or if changes are made to the hardware, there is no guarantee that the product key will continue to work on the computer.



PAYMENT

1. The customer is obliged to pay timely the invoiced amount. As a rule, the amount must be paid during the ordering process via credit card, PayPal, Bitcoin, TWINT or other payment systems.
2. All invoices that are not paid directly on the website are sent directly to A.B.S. Factoring AG, Zürcherstrasse 104, 8852 Altendorf. The invoice must therefore be paid to the A.B.S. Factoring AG.
3. The account details of the A.B.S. Factoring AG are as follows:
Beneficiary: A.B.S. Factoring AG
IBAN for CHF payments: CH: CH21 0883 6300 0064 0500 6
IBAN for EUR payments: EUR: DE58 5104 0038 0513 5371 03
4. The invoiced amount may not be set off against any claims the client may have against the company.
5. The company has the right to refuse to provide services, to deliver the product or to grant the license in case of late payment.

RIGHT OF WITHDRAWAL

1. The customer has the right to revoke this contract in writing within fourteen (14) calendar days without a given reason.
2. The withdrawal period begins with the placing of the order.
3. The revocation must be a clear statement, which must be sent to the company in writing (e.g. by e-mail or post). The customer can formulate the revocation himself or use the [Hyperlink to the model withdrawal form] for this purpose.
4. It is sufficient for the customer to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period in order to comply with the withdrawal period.
5. If the customer revokes this agreement, the company shall repay all payments received from the customer for the relevant order, including delivery charges (except for any additional costs arising from the chosen delivery method different from the cheapest standard delivery offered by us), immediately and no later than fourteen (14) calendar days from the date on which the company receives notice of the revocation of this agreement.
6. The company may use the same means of payment used by the customer for the relevant order and payment for the refund, subject to other agreements with the customer. In no case will the customer be charged for this refund.

OBLIGATIONS OF THE COMPANY

1. Unless otherwise agreed, the Company shall fulfil its obligations by providing the agreed service.
2. The majority of the Company's services are provided online. For all other services, the Company's registered office shall be the place of performance, unless otherwise agreed.



OBLIGATIONS OF THE CUSTOMER

1. The customer is obliged to exercise the rights of use only to the extent granted. The customer is fully responsible for the secure storage of the access data and passwords. The customer is responsible for the content of the collected data and information.
2. The client is obliged to take all the necessary precautions to ensure that the service is provided by the company without delay. The client shall make the arrangements at the agreed place and time and to the agreed extent. Depending on the circumstances, this may include the provision of appropriate information and documents to the company.
3. By accepting these General Terms and Conditions, the customer also confirms that he has unlimited capacity to act and that he is of legal age. By registering, the customer expressly declares that all information provided is true, up-to-date and in accordance with the rights of third parties, morality and the law.

RETENTION OF TITLE

1. The ownership of the products remains with the company Keys.Express GmbH until the purchase price has been paid in full.

WARRANTY FOR THE WEBSITE

1. The company makes every effort to ensure good availability and takes reasonable precautions to protect the website from interference by third parties.
2. However, the company cannot guarantee that the website and the services offered will function without interruption or disruption, nor can it guarantee that the files are free of viruses.
3. Subject to any obligation under applicable law, Keys.Express, its directors, officers, employees and agents shall have no liability whatsoever in connection with use of the Website, account hacking, falsification of the identity of any customer, or reliance on or by any customer, the (prevented) use of the information and services offered on the website. The same applies to liability in connection with any fault in performance, error, omission, malfunction, defect, operational or transmission delay, computer virus, performance or system failure, as well as in cases of negligence, damage, loss or liability, including but not limited to any direct or indirect, special, incidental or consequential damages, losses or liabilities, even if the parties have advised Keys.Express of the possibility of such damages, losses or liabilities occurring. In addition, Keys.Express disclaims any liability for any manipulation of the parties' computer systems by unauthorized natural persons.
4. Keys.Express expressly disclaims any warranties, express or implied, with respect to the Service. This includes, but is not limited to, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or availability or speed of delivery of Customer Content, imposed or made by Keys.Express.



5. In particular, we assume no liability for the correctness, timeliness and completeness of the information provided in these terms and conditions, neither with regard to their content nor with regard to their presentation. Liability in the event of loss of data or loss of material of any kind (e.g.: equipment, keys, documents) is also excluded.

WARRANTY FOR PRODUCT KEYS

1. The company guarantees that the products are free from defects of title at the time of the transfer of risk.
2. In particular, the company does not guarantee the factual and content-related correctness, completeness and reliability or quality of the information and documents, processes and work results of the services provided, published or transmitted.
3. The company does not warrant that the website and/or products are free from spamming, malicious software, spyware, hackers or phishing attacks, etc., which may interfere with the use of the service, damage the customer's infrastructure (e.g. terminal equipment, PC) or otherwise harm the customer.
4. If delivered product keys show obvious material or manufacturing defects, you must notify us of such defects in writing within 10 (ten) calendar days from the delivery date. Hidden defects must be reported within the same period after discovery. Otherwise our warranty obligation shall lapse.
5. The prerequisite for warranty claims is that the defect has not been caused by improper use or overuse. If a defect only becomes apparent after 6 (six) months from the delivery date, the customer must prove that the item was defective at the time of transfer of risk.

LIABILITY

1. Liability for any indirect damage and consequential damage caused by defects is excluded in full.
2. The liability for direct damages is limited to the sum of the service, product or license purchased by the customer. This limitation of liability does not apply to direct damages caused by gross negligence or intent.

INTELLECTUAL PROPERTY

1. All rights to the products, services and any trademarks belongs to the company or is entitled by the owner to use them.
2. Neither these general terms and conditions nor any individual agreements relating to them contains the transfer of intangible property rights, unless this is explicitly mentioned.
3. Furthermore, any further use, publication and making available of information, pictures, texts or other things which the customer receives in connection with these regulations is prohibited, unless it is explicitly approved by the company.
4. If the customer uses contents, texts or pictorial material in connection with the company, in which third parties have a property right, the customer has to ensure that no property rights of third parties are violated.



DATA PROTECTION

1. The company may process and use the data recorded within the scope of the execution of the contract to fulfil the obligations arising from the contract. The company shall take the measures required to secure the data in accordance with the statutory provisions. The customer declares full consent to the storage and contractual processing of his data by the company and is aware that the company is obliged and entitled to disclose information from the customer to other parties by order of courts or authorities. The data necessary for the performance of services may also be passed on to commissioned service partners or other third parties.

2. Furthermore, the DATA PROTECTION regulations apply.

MODIFICATIONS

1. The version of the general terms and conditions, which is in force at the time of the conclusion of the contract, shall apply to the customer. Unless the customer has subsequently agreed to a newer version of the terms and conditions (GTC).

PRIORITY

1. Provisions from individual contracts, which further specify the provisions of these GTC, shall take precedence over these GTC.

SEVERABILITY CLAUSE

1. Should a provision of this contract or an enclosure of this contract be or become invalid, the validity of the contract as a whole shall not be affected. The contracting parties shall replace the invalid provision by a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same shall also apply to any contractual loopholes.

CONFIDENTIALITY

1. Both parties agree to treat all information submitted or acquired in connection with the services as confidential. This obligation remains in force after the termination of the contract.



FORCE MAJEURE

1. If the punctual fulfilment by the company, its suppliers or third parties is prevented by force majeure such as natural disasters, earthquakes, volcanic eruptions, avalanches, storms, thunderstorms, storms, wars, riots, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents or reactor damage, epidemics, pandemics, the company shall be released from its obligations for the duration of the force majeure as well as a reasonable start-up period after its end. If the force majeure lasts longer than 30 days, the company may withdraw from the contract. The company shall reimburse the customer in full for any payments already made.

2. Any further claims, especially claims for damages due to force majeure, are excluded.

LEGAL INFORMATION

1. We only offer product keys for the activation of the respective computer programs. The license is only formed from the respective installation and the subsequent acceptance of the terms of use.

2. Further information on product keys can be found on our website under the heading "Legal Information".

APPLICABLE LAW / STATE OF JUSTICE

1. These General Terms and Conditions are subject to Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) and the regulations of international private law are explicitly excluded.

2. The court at the company's registered office has jurisdiction for all disputes arising from or in connection with these GTC.