

AGB- Espresso Tutorials

§ 1 Scope of application

- (1) These General Terms and Conditions (GTC) apply exclusively to the purchase of our goods by you as a consumer or entrepreneur.
- (2) In these GTC, we address you as our customer directly as "you" and refer to us as "we".
- (3) For the purposes of these GTC, you are a consumer if you are a natural person who enters into a legal transaction for purposes that are predominantly outside your trade, business or profession. You are an entrepreneur within the meaning of these GTC if you are a natural or legal person or a partnership with legal capacity that is acting in the exercise of its commercial or independent professional activity when concluding a legal transaction.
- (4) You will be clearly notified of any changes to these GTC with your next purchase. You must then confirm the amended GTC again.
- (5) These GTC shall also apply to future business relationships with entrepreneurs without us having to refer to them again. If you, as an entrepreneur, use conflicting or supplementary GTC, we hereby object to their validity; your GTC shall only become part of the contract if we have expressly agreed to them.
- (6) Deviations from these GTC shall only be effective if they have been expressly agreed between us in text form.

§ 2 Subject matter of the contract

- (1) The subject of this contract is the sale of goods by us, in particular digital products such as tutorials, eBooks, videos and similar content that you can purchase via our store.
- (2) Please refer to the respective product descriptions in our store for the main features of the goods on offer.
- (3) We mainly offer digital products for sale in electronic form (e.g. as ePub, PDF or Mobi files). These include eBooks, audio books and audio picture books, which are sold both in Germany and abroad. In certain cases, suitable software may be required to play or listen to the ebooks, the installation and operation of which is your responsibility.

§ 3 Data protection

You can find information on how we handle your personal data in our privacy policy.

§ 4 Steps to contract conclusion and contract text

(1) The presentation of our goods on our website and in our store does not constitute a binding contractual offer on our part. Only your order of one of our products, after you have gone through the ordering process, is your binding offer to conclude a contract. To do this, you must submit your binding offer at the end of the order process in the shopping cart by clicking on the "Buy now" button in accordance with § 145 BGB.

(2) The order process has the following individual steps up to the conclusion of the contract:

Print book

1. Select the book, then click on the "Add to shopping cart" button
2. Click on the "Show shopping cart" button, select the payment service provider and click on the "Proceed to checkout" button
3. Specification of the billing and delivery address and additional information
4. Check your data again, accept the general terms and conditions and refer to the cancellation policy and then - if desired - place a binding order for the book by clicking the "Buy now" button.
5. Order confirmation or delivery (= conclusion of contract).

Digital subscriptions and certificates

1. Select the digital subscription or certificate, then click on the button "subscribe now"
2. Enter your e-mail address, company name and address , then button " Continue to checkout"
3. Overview of your order and review option for you, acceptance of the terms and conditions, reference to the right of withdrawal and data protection regulations and then continue with the button: " Continue to checkout"
4. Enter your payment details Paypal, card payment or Google Pay, then place a binding order with the button: "Buy now"
5. Order confirmation or delivery (= conclusion of contract).

The order process is handled by our online reseller and merchant of record, Paddle.com, who also handles order-related inquiries and returns. The address of Paddle.com is: Paddle.com Market Ltd, Judd House, 18-29 Mora Street, London EC1V 8BT

eBooks

We do not offer the purchase of eBooks ourselves, but we will show you various online stores where the eBook is available.

(4) You can return to the previous pages on which your details were entered by navigating through the online order form and pressing the "Back" button of the Internet browser you are using throughout the order process before submitting your binding order subject to payment. There you can check your details and correct any input errors. An effective technical means of better recognizing input errors can be the browser's magnification function, which enlarges the display on the screen. You can also cancel the order process completely, e.g. by closing the Internet browser.

(5) After placing your order, you will receive an automatically generated e-mail confirming receipt of your order. This does not yet constitute a contract.

(6) If we accept your offer, we will send you an order confirmation and invoice by email (= acceptance within the meaning of the German Civil Code) or we will deliver the goods or the download link or code for the digital product. Depending on which is the earlier, the contract is concluded upon receipt of the order confirmation or delivery.

(6) You will receive the content of the contract and the cancellation policy with the order confirmation. This e-mail is a summary of the agreed contract and corresponds to the text of the contract. You can view the text of the contract online under "My account". If you have ordered as a guest without prior registration, we will not save the full text of the contract and you will not be able to access it online.

§ 5 Copyright

By purchasing our products, you undertake to comply with the German Copyright Act (UrhG) and to respect and protect the rights of the publisher and its authors. With the purchase of an ebook, we grant you a simple and non-transferable right of use for your personal and exclusively private use. Any distribution, publication, reproduction or commercial use of the products is prohibited. However, you may make a personal backup copy or private copy for your personal private use.

§ 6 Prices and terms of payment

(1) Unless expressly stated otherwise, our prices are retail prices and include the respective statutory VAT plus shipping costs.

(2) Payment for our products is made by you via the payment service provider you have selected.

(3) In justified individual cases, we reserve the right not to accept certain payment methods.

§ 7 Terms of delivery

(1) We deliver exclusively within the European Economic Area (EEA).

(2) The availability of the individual goods is indicated in the item descriptions. Unless expressly agreed otherwise, the Seller shall dispatch goods in stock within 3 working days of conclusion of the contract (in the case of advance payment by bank transfer: within 3 working days of receipt of payment). If the goods are marked as not in stock when sold via the online store, we will endeavor to deliver the goods as quickly as possible.

(3) The shipping costs are displayed in the shopping cart after you have added goods to it.

(4) Delivery shall be made by a parcel service of our choice, larger quantities by a forwarding agent. We reserve the right to make a partial delivery if this appears advantageous for speedy processing and the partial delivery is not exceptionally unreasonable for the customer. The customer will not be charged for any additional costs arising from partial deliveries. Please note that it is possible that consignments consisting of several parcels may be delivered on different days despite being dispatched at the same time. Collection by the customer is possible by appointment.

(5) You are responsible for ensuring that your address details are up-to-date and correct. We will charge you for any additional costs incurred due to incorrect address details (return delivery by parcel service, redelivery, etc.).

(6) Delivery shall be made to or from our place of business; the place of performance shall also be our place of business. With the first delivery attempt, the risk of transportation and product quality is transferred to you as the customer, as delayed acceptance may result in a negative change in the quality of the goods. You are also liable for a reduced product quality if you select an unsuitable location when issuing a storage permit.

(7) If you are an entrepreneur, the transfer of risk takes place when the goods are handed over to the transport service provider. In the case of such a sales shipment, the risk of accidental loss and accidental deterioration of the goods shall pass to you when the goods are handed over to the shipping service provider. This is the same if you are in default of acceptance.

§ 8 Retention of title

(1) The goods shall remain our property until full payment has been made.

(2) For entrepreneurs, Sections 3- 6 shall also apply.

(3) You are entitled to resell the goods subject to retention of title in the normal course of business. You hereby assign to us the claim against the secondary buyer(s) of the reserved goods in the amount of the purchase price agreed with us, including VAT. We hereby accept it. This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. You remain authorized to collect the claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as you are not in default of payment and no application for the opening of insolvency proceedings has been filed.

(4) We undertake to release the securities to which we are entitled at your request to the extent that their realizable value exceeds the claims to be secured by more than 10%.

(5) If the goods delivered subject to retention of title are combined by you with another item in such a way that both become essential components of a uniform item, we shall acquire co-ownership of the new item in proportion to the value (invoice price) of our co-ownership share.

(6) If ownership has not yet been transferred, you must inform us immediately in text form if the goods subject to retention of title are seized or exposed to other interventions by third parties. You are obliged to provide us with all necessary documents that are required for a third-party action pursuant to § 771 ZPO. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of such an action, you shall be liable for the loss incurred by us.

§ 10 Cancellation of training courses, further training and conferences

(1) We reserve the right to cancel training courses, advanced training or conferences if the minimum number of participants has not been reached. In such a case, all participation fees already paid will be refunded in full. Further claims are excluded.

(2) With regard to liability in the event of force majeure and similar unforeseeable events, we refer to the corresponding liability clause in § 13 of these General Terms and Conditions.

§ 11 Download, right of withdrawal

(1) You also have a right of withdrawal for digital content. The right of withdrawal expires if you have expressly waived the right of withdrawal in accordance with Section 356 (5) BGB. This happens at your request when downloading eBooks or streaming content or other purely electronic files. This is also because these are not suitable for return due to their nature.

(2) Depending on the payment method selected, the customer will receive a download code by e-mail after actual receipt of payment, which they can use to download the desired

digital medium. If a customer can credibly demonstrate that the download did not work, they will receive a new download code after checking the server log until delivery is ensured.

§ 12 Warranty

(1) For consumers, the statutory warranty applies in principle. If the delivered product is defective, you are entitled to demand supplementary performance, withdraw from the contract or reduce the price within the framework of the statutory provisions. The limitation period for warranty claims of consumers for the delivered product is 2 years from receipt of the goods, for used goods, if agreed, 1 year.

(2) For entrepreneurs, the statutory warranty shall generally apply; the limitation period for claims for defects for entrepreneurs shall generally only be 1 year from the transfer of risk; the statutory limitation periods for the right of recourse pursuant to § 478 BGB shall remain unaffected. For merchants, the obligation to give notice of defects in accordance with § 377 HGB (German Commercial Code) applies, according to which the customer must inspect the product immediately upon receipt, insofar as this is feasible in the ordinary course of business and, if a defect is found, must notify us immediately. If the customer fails to make this notification, the product shall be deemed to have been approved, unless it is a defect that was not recognizable during the inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise the goods shall be deemed to have been approved even in view of this defect.

(3) If the delivered product is defective, we shall initially remedy the situation vis-à-vis entrepreneurs at our discretion by delivering a defect-free item (subsequent delivery) or by remedying the defect (rectification).

(4) The following shall also apply to entrepreneurs: Claims for defects shall not exist in the event of only insignificant deviations from the agreed quality and for defects that arise after the transfer of risk as a result of incorrect or negligent handling, climatic influences or due to special external influences that are not provided for in the contract.

(5) The above restrictions and shortening of time limits shall not apply to claims based on damage caused by us, our legal representatives or vicarious agents,

- in the event of injury to life, limb or health;
- in the event of intentional or grossly negligent breach of duty, as well as fraudulent intent;
- in the event of a breach of essential contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations);
- for guarantee promises, if agreed;
- insofar as the scope of application of the Product Liability Act is opened.

§ 13 Limitation of liability

(1) We shall always be liable without limitation for claims based on damage caused by us, our legal representatives or vicarious agents

- in the event of injury to life, limb or health;
- in the event of intentional or grossly negligent breach of duty, as well as fraudulent intent;
- for guarantee promises, if agreed;
- insofar as the scope of application of the Product Liability Act is opened.

(2) In the event of a breach of essential contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligations) due to slight negligence on our part, our legal representatives or vicarious agents, the liability of shall be limited to the amount of damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

(3) According to the current state of technology, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. In this respect, we are liable neither for the constant nor for the uninterrupted availability of our online trading system. Maintenance work, and in individual cases server shutdowns or restarts, are necessary to maintain the store system. There may therefore be rare temporary service restrictions. This also applies to service restrictions of other origins that we cannot influence (e.g. disruption of public communication networks, power failures, denial of service attacks, strikes).

(4) Otherwise, claims for damages are excluded. We shall not be liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

(5) For entrepreneurs, the following also applies: Liability is limited to the amount of damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected.

(6) We shall not be liable for damages or delays caused by force majeure. This also applies to the partial or complete non-fulfillment of our contractual obligations, insofar as these are directly or indirectly attributable to force majeure. Force majeure includes events that are beyond our control and were not foreseeable when the contract was concluded, and the effects of which could not have been avoided even if due care had been exercised. These include, in particular, natural disasters, pandemics, epidemics, official measures, legal or official prohibitions, war, terrorist attacks, political unrest, strikes, power failures and disruptions to public communication and transportation systems.

§ Section 14 Consumer dispute resolution - Information on alternative dispute resolution in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council and Section 36 VSBG ¹

(1) The ODR platform is intended to serve as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. The homepage of the European Commission's online dispute resolution service for consumer disputes can be found at: <https://ec.europa.eu/consumers/odr/>

(2) We are not obliged to participate in a dispute resolution procedure before a consumer arbitration board and are generally not prepared to do so. Our e-mail address is: info@spresso-tutorials.com

§ 15 Final provisions

(1) The contract language is German.

(2) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which you have your habitual residence remain unaffected.

(3) If you do not have a general place of jurisdiction in Germany or move your place of residence abroad after conclusion of the contract or your place of residence is not known at the time the action is filed, the place of jurisdiction for all disputes shall be our place of business, provided that you are a merchant or a legal entity under public law. For consumers, the statutory place of jurisdiction applies.

(4) Should individual provisions of this contract be invalid or contradict the statutory provisions, this shall not affect the remainder of the contract. The invalid provision shall be replaced by the contracting parties by mutual agreement by a legally valid provision which comes closest to the economic sense and purpose of the invalid provision. The above provision shall apply accordingly in the event of loopholes.