

## Allgemeine Geschäftsbedingungen (AGB)

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**www.yummybeats.com | Möhler & Friese GbR**

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Common terms & conditions and customer information in the course of agreements concluded between yummybeats.com | Möhler & Friese GbR - hereafter also called "we", "yummybeats.com" - and the customer - hereafter also called "customer", "you".

### 1. Scope and common hints

Subjected to individual agreements which have precedence to these terms & conditions only the following terms & conditions are valid for any business relations between you and yummybeats.com in the version used at the time of consent. Terms contrary to these terms stated shall not be applicable except where we explicitly agree in written form.

### 2. Conclusion of contract

All offers of ours only represent a non-binding invitation to the customer, only to present an offer to buy. The agreement concludes with the sending of the order which coincides with clicking on the Paypal payment confirmation button like the "buy now", or "jetzt bezahlen" button and with accepting the order through us, or by supplying the file(s) for download.

The sole binding contract language is German. This also applies if contracts are also formulated in another contract language other than German. In case of translation/interpretation differences only the German text shall be decisive. Any translation into another language shall solely serve the purpose of better understanding.

There is no right of rescission for goods that are delivered via download (§ 312d Abs. 4 Nr. 1 BGB).

### **3. License agreement / right of use (samples, sample libraries, loops, etc.)**

Our Samples, Sample Libraries and Loops are all royalty free. We give you a single, non-transferable, temporary and spacial unlimited right of use for the acquired Samples, Sample Libraries or Loops.

You may play, edit, or use the acquired Samples, Sample Libraries or Loops unconditionally in sync or within any audiovisual productions or compositions and you may copy, distribute, publish, perform or play the Samples, Sample Libraries or Loops in public in sync with such productions or compositions.

b) You are not allowed to share, distribute, broadcast, resell, redistribute, hire, lend, publish, perform or commercialize individual samples, sample libraries and loops which includes rearranging individual samples of the libraries in parts or completely into new audio-samples, sound-libraries, sound-effects, whatsoever. Our products cannot be used in any production(s) or composition(s) for any sound and/or loop libraries whatsoever.

Also it is not allowed to copy, distribute, sell, lend, publish or commercialize any of our tutorials and songs like the tutorial songs as well as their project files. You may only use the songs and their project files for private purpose and to follow our tutorials.

### **4. Copy right**

Our distributed content and the content on our website like the songs and grfics are copy righted. You are obligated to accept and comply with the copy rights.

#### **OTHER WORKS**

It is not permitted to to share, copy, distribute, broadcast, redistribute, resell, hire, lend, publish, perform or commercialize any other copy righted content which is not explicitly named in these terms without asking for our explicit permission. Especially concerning our Beats and Demo Beats, Content Demos and the graphical content.

### **5. Prices, payment & download**

All prices quoted on this website are without VAT according to §19 UstG. Please contact us for more information

The payment takes place via Paypal, an online payment service. Hereby you can currently pay via credit card (VISA, MASTERCARD, AMEX) or instant transfer. If you are from another country than USA you may have some other payment options. Learn more about Paypal at [www.paypal.com](http://www.paypal.com) or in our FAQ's.

All of our products are delivered in digital form via instant-download. For this you get a personal download-link for every purchased product, which is only valid for a certain time. Your download-links will only be sent when the transaction has been fully completed and we have received the payment to our Paypal account. This usually happens instantly with the mentioned payment methods above so you will

get your download-links immediately after the purchase. You also find a detailed instruction in our FAQ's or in this video

If you have chosen a payment method with which your money is not credited to our Paypal account in time (like for example echeque) you will get your download link automatically after the money has been fully transferred and the payment has been fully completed. This usually doesn't take longer than 4-5 working days. As long as we haven't sent your download-link(s) you can however cancel your order at any time, without any reason. To do this, simply contact us

With the following payment options you will get your download link(s) instantly: credit card, instant transfer and directly from paypal to paypal (for this you already must have enough money on your paypal account before you do the purchase)

After the purchase we automatically send you an order confirmation via email. However you don't get an invoice. If you need one, you can contact us and we will send it to you manually via e-mail as pdf file.

### **WITH PROBLEMS WITH YOUR DOWNLOAD**

Concerning problems with our download system and paypal you can contact us at any time and we will send you your download-link(s) manually as soon as possible. Please refer to our FAQ's

## **6. Right of rescission**

There is no right of rescission for goods that are delivered via download (§ 312d Abs. 4 Nr. 1 BGB). All of our products are currently solely sent via download.

End of indoctrination

## **7. Privacy Policy**

As part of the fulfillment of the contract and orders and on every visit on our site we collect data of yours (user data).

We are strictly against any kind of data abuse and unnecessary collection of your data. Thus we ensure that without your permission, we only collect data we need to improve and fulfill our services and contracts and to ensure an error free operation of our website. Thereby we respect the legal regulations and will not give your data away to a third party. However, we reserve the right to give your data away with legal actions or on governmental or juridical demand!

You can ask us at any time which data of yours we store. You may also change or to delete your stored data in your profile.

In our privacy policy, you can find further information concerning which data we collect, on every purchase or on every visit to our website and how we use this data.

With the use of this website, you agree to the processing of your data and for the purpose as it is described in our [privacy policy](#).

## **8. Final provisions**

The laws of the Federal Republic of Germany are exclusively valid, excluding UN Commercial Laws.

In case the buyer is a merchant, legal entity under public law or a federal special fund under public law the place of jurisdiction for both parties shall be Munich, Germany

The legal invalidity of one or more provisions of this contract shall in no way affect the validity of the remaining provisions.

**(End of the Terms & Conditions)**

# Privacy Policy

We are strictly against any kind of data abuse and unnecessary collection of your data. Thus hereafter, we list which data we collect and how we we will use them. With the use of this website, you agree to the processing of your data, as it is described hereafter, and for the purpose as it is described hereafter.

## COMMON COLLECTION AND USE OF YOUR DATA

In general we log every access on our website and on all files stored at this website. The data log will help us to create internal statistics to improve our offers, this website, and to be able to localize and fix any errors. Thereby we log: Name of the accessed page or file, date and time of the access, transferred amount of data, your web browser, enquiring domain (referrer) and your operating system. However, we do not collect your IP address!

We only collect further personal data if you give it to us voluntarily, for example when registering or contacting us.

As long as you have sent us personal data, we will only use it to meet your interests. For example to answer your requests correctly, for technical Administration, or for handling your order or the concluded contracts between you and us.

## AFTER A PURCHASE

After a purchase, your name, e-mail, address, order and invoice number, ordered products and your time of purchase will be stored online in our database for a very short while but deleted again after that. However, your name, email address and your ordered products stay stored to create you a customer account. You can delete your account and remove your online stored data at any time.

Your data (for example: your name, address and email address) which is sent to us automatically by Paypal (via e-mail as payment notification and via IPN after every purchase) will be stored offline in our own system which is not available to the public in order to verify and document the purchase. However, we do never receive and store any sensitive data like credit-card information etc.

## COOKIES

Furthermore, we are using so called cookies which are text files stored on your computer, for the shopping cart, to store your preferred language, and to simplify the login to the customer area (when you have activated the "stay logged in" checkbox). You can disable or delete those cookies at any time in your browser settings. However, important functions of this website may not work anymore then.

## HOW WE USE YOUR DATA

We never give away your data to a third party. However we reserve the right to give away your data with legal actions or on governmental or juridical demand!

You can ask us at any time which data of yours we have stored or to delete your stored data. The data collection and storage can be contradicted at any time with effect for the future.

## GOOGLE ANALYTICS

for logging the user stats we also use Google Analytics, a web analyzing service of Google Inc. ("Google"). Google Analytics also uses so called "Cookies", which are text files stored on your computer

and which allow an analysis of your use of our Website. The information generated by these cookies about your usage of the website is submitted to a server of Google located in the USA and stored there. Hereby your IP address is abbreviated by the "\_anonymizeIP()" extension and thus submitted to Google in anonymous form so it can't be traced back to any information related to your person.

In our order, Google will use this information to evaluate the use of our website and to create reports about the website activities for the website operator. It is also used to render further services for us which are connected to use of the website and to the use of the internet.

The anonymized IP as part of google analytics, will not be associated with any other data of google. You can prevent the storage of the Cookies with respective configuration settings in your browser software. However we remind you that in this case you may not be able to use all functions of this website. In addition you can prevent the logging to google created by the cookie and based on your usage of this website (including your complete IP address) as well as processing your data by google with downloading and installing the following available Browser-Plugin from <http://tools.google.com/dlpage/gaoptout?hl=de>

You find further detailed information at <http://tools.google.com/dlpage/gaoptout?hl=de> or at <http://www.google.com/intl/de/analytics/privacyoverview.html> (common information about google analytics and privacy protection)