



Common Terms (AGB)

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www.yummybeats.com | Möhler & Friese GbR

Eschenstraße 15

D-74613 Öhringen

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 and with accepting the order through us 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.

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 spatial 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, loops and the (Kontakt) Instruments 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 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 cheque) 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.

We deliver your invoice only digitally via email and directly after the purchase. You find your invoice within the order confirmation. For this reason you should keep the order confirmation mail. If you got no order confirmation you can [contact us](#)

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 Withdrawal

If you are a consumer, you have a right of withdrawal in the event of distance contracts within the meaning of § 312b BGB pursuant to the following conditions.

Right of withdrawal

You have the right to withdraw from this contract within 14 (fourteen) days without giving any reason. The withdrawal period will expire after 14 (fourteen) days from the day

a) of the conclusion of the contract. [cases of a contract of digital content which is not supplied on a tangible medium]; or

b) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. [cases of a sales contract]; or

c) on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. [cases of a contract relating to multiple goods ordered by the consumer in one order and delivered separately]

To exercise the right of withdrawal, you must inform us

Möhler & Friese GbR

Eschenstrasse 15

74613 Öhringen

Germany

E-Mail: contact@yummybeats.com

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

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Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

– To Möhler & Friese GbR , Eschenstrasse 15 , 74613 Öhringen , Germany:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*),
 - Name of consumer(s),
 - Address of consumer(s),
 - Signature of consumer(s) (only if this form is notified on paper),
 - Date
-

(*) Delete as appropriate.

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To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 (fourteen) days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to

Möhler & Friese GbR

Eschenstrasse 15
74613 Öhringen
Germany

without undue delay and in any event not later than 14 (fourteen) days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 (fourteen) days has expired.

We will bear the cost of returning the goods.

You are only 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.

Special Notices:

1. We ask you to return the product with its original packing and materials, if any.
2. a) The right of withdrawal is not in effect for distance contracts for the delivery of audio or video recordings or software insofar as the seals of the delivered data media have been opened by you as well as in the event of distance contracts of digital content which is not supplied on a tangible medium after your express permission that the contract should take effect before the withdrawal period expires whereas you are aware that the right of withdrawal expires when the contract takes effect.

b) The right of withdrawal is not in effect for distance service contracts after the service has been fully performed if the performance has begun with your prior express consent, and with the acknowledgement that you will lose your right of withdrawal once the contract has been fully performed by us.
3. Notwithstanding the above the following applies: If the shipment is sent to a country outside the EU, and the Customer chooses to exercise the right of withdrawal, the Customer has to bear the costs for shipment. The same applies for costs resulted according to § 4. Native Instruments reserves the right to deduct these costs from the refund of the purchase price Customer paid.

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. Newsletter

You receive our Newsletter when you

- subscribe for our Newsletter at our website.
- download any free offer or demo version (also from our Blog).

We send you newsletters for example about your purchased or downloaded products, about any other product updates in our portfolio as well as special deals or other campaigns and useful tips.

Notwithstanding the above, we do surveys occasionally about specific topics. Registered users of our Products will then be invited via E-Mail to participate.

We only send a few Newsletter a years and only to your contact email you have set under [MyProfile](#).

You can unsubscribe from our Newsletter and from our surveys at any time under [MyProfile](#) within your account or in the newsletter / survey itself.

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 (referred) and your operating system and your IP address.

We only collect further personal data like your name or your address 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, invoice number, transaction-id, ordered products and your time of purchase will be stored in our database. Your name, e-mail address and your ordered products will furthermore be used to create you an account with us. However you can remove all your stored data at any time by canceling your account or by asking us to do so.

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, to store your preferred currency and to simplify the login to the customer area (when you have activated the "stay logged in" check box). 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.

USE OF YOUR DATA

As long as you have provided your personal Data we will only use it to answer your requests, for the fulfillment of the contract, and for the technical Administration of this Website. Thereby your personal data will not be transmitted to third parties or transmitted in any other way unless:

- this is required for the fulfillment of the contract
- this is required for billing purposes

- you have agreed to it before

You have the right to revoke an expressly given consent with effect for the future at any time. The deletion of your personal data when you revoke your consent for storing, if you will cancel your consent for the storage, when the reason for the storage is no longer required or when the storage is undue by other legal reasons. An appeal is to be addressed to: contact@yummybeats.com

ADD THIS

This Website is using „Addthis“-Plugins, which allow you to store Bookmarks or share interesting website content. Addthis is using cookies. The hereby generated data (like your time of visit, browser language, referral) will be sent to the Add This LLC in USA and processed there. You get closer information about the way of the data processing and how your data is maintained & protected with Add This LLC at www.addthis.com/privacy. This website especially provides detailed information about which type of data is processed and also the use of your data. We ourselves do not process the concerned data in any form. With the use of the „Addthis“-area you agree to the processing of your Data through Add This LLC, namely in the amount mentioned at www.addthis.com. You can disagree to the use & tracking of your data at any time with the use of an „Opt Out Cookie“ (<http://www.addthis.com/privacy/opt-out>). You also get closer information about this on the website of Add This LLC, mentioned before.

GOOGLE ADWORDS

This Website is using the Online-Advertising program „Google AdWords“ and in this context the Conversion-Tracking. Thereby a Cookie from Google Adwords is stored on your Computer provided that you got to our website via a Google Ad. These Cookies expire after 30 Days and are not intended for personal identification. Does a user visit specific pages of our website while the Cookie has not expired yet, we and Google can recognize that the user has clicked on an ad and that he has been forwarded to this page. Every Google AdWords client gets another cookie.. So Cookies can not be retraced over Websites of Ad-Words-Clients.

With the help of the Conversion-Cookies collected information are used to create Conversion-Stats for AdWords-Clients (us), which have opted for Conversion-Tracking. The Clients (we) learn the total amount of users clicked on their (our) ad and being forwarded to one of our pages with a Conversion-Tracking-Tag. They (we) however don't get any information with which the user can be identified personally.

If you don't want to take part in this Tracking-Process, you can deactivate the Cookie of the Google Conversion-Trackings in your browsers under user settings easily. You will then not be admitted in the Conversion-Tracking Stats anymore. Learn more about the privacy policy of Google at <http://www.google.de/policies/privacy/>

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)

You can refuse the use of Google Analytics by clicking on the following link. An opt-out cookie will be set on the computer, which prevents the future collection of your data when visiting this website: Disable Google Analytics

Further information concerning the terms and conditions of use and data privacy can be found at <http://www.google.com/analytics/terms/gb.html> or at http://www.google.com/intl/en_uk/analytics/privacyoverview.html. Please note that on this website, Google Analytics code is supplemented by "gat._anonymizeIp();" to ensure an anonymized collection of IP addresses (so called IP-masking).