

# Terms and Conditions

## General Terms and Conditions – Withdrawal Policy

This website contains the rules that apply to the use of the AROX Web Services and the Multimedia Pool Shop, as well as other services offered by AROX Web Service & Multimedia-Pool Shop. The General Terms and Conditions ("T & C") govern the contractual relationship between AROX Webservice & Multimedia-Pool Shop and the natural and legal persons (hereinafter referred to as "Users") who use the services of AROX Webservice & Multimedia-Pool Shop.

The current terms and conditions can be accessed at any time under [Terms and Conditions](#).

### 1. Preamble

AROX Webservice & Multimedia Pool Shop offers real as well as virtual goods such as downloads, software, translations, professional web design, image and video editing, aerial photography, IT services, training, and hosting products.

In addition to the standard offers (hereinafter referred to as "Premium Services"), additional premium services may be available, such as subscriptions to services, products, updates, or additional storage space. Basically, services from AROX Webservice & Multimedia Pool Shop can also be used independently of these premium services and thus free of charge, such as membership in the communities multimedia-pool.com, shop.multimedia-pool.com, cosirex.com, chattergallery.com, arox.eu, bilder-designs.de, deutschland-dsl.de, etc.

The Multimedia Pool Shop (hereinafter also referred to as "we"), represented by the owner Markus Wernecke, is located at Georg-Baersch-Strasse 7 in 65428 Ruesselsheim/Germany; additional information such as further contact information and the tax information can be found in the [Legal Notice](#).

### 2. Scope

1. These terms and conditions apply to the services provided by AROX Webservice & Multimedia-Pool Shop.
2. Insofar as domains are the subject of the contract, the respective contract and award conditions of the respective registries must be observed.
3. There are basically no side agreements to these terms and conditions between the user and AROX Webservice & Multimedia-Pool Shop. Neither does AROX Webservice & Multimedia-Pool Shop acknowledge deviating terms and conditions of these terms and conditions of the user; these require the explicit agreement in text form to be effective. The same applies to the repeal of this requirement in text form.
4. AROX Webservice & Multimedia-Pool Shop may provide users with tools, programs, software translations, that require the use of separate terms of use and purchasing the licenses independently from AROX Webservice & Multimedia-Pool Shop. In appropriate cases AROX Webservice & Multimedia-Pool Shop clearly states this.
5. There is no claim to the conclusion of a user agreement.
6. Regardless, the prerequisite for a registration is a minimum age of 16 years. In addition, the future user must have the necessary insight and maturity to understand the importance of collecting, processing and storing his personal information in accordance with § 12 of these terms and the privacy policy of AROX Webservice & Multimedia-Pool Shop.
7. By registering, the user assures to AROX Webservice & Multimedia-Pool Shop that he has reached the age of 16 and is aware of the importance of collecting, processing and storing his personal data. In addition, underage users assure that they have obtained their consent to use the services of AROX Webservice & Multimedia-Pool Shop by their legal guardians (usually the parents).

### **3. Right of withdrawal for consumers**

A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed.

#### **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 the contract.

To exercise your right of withdrawal, you must notify us (AROX Webservice & Multimedia-Pool Shop, Georg-Baersch-Strasse 7, 65428 Ruesselsheim/Germany, info@multimedia-pool.com, Phone: 0049 6142 3592290 (Costs for phone: 14 Ct/minute from german landlines, maximally 42 Ct/minute from mobile phone network), Fax: 0049 6142 3594277) by means of a clear statement (such as a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form, which is not required.

In order to maintain the cancellation period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the Withdrawal**

If you withdraw from this agreement, we shall reimburse you for any payments we have received from you, including delivery charges (except for the additional costs that result from choosing a different type of delivery than the cheapest standard delivery we offer), promptly and no later than fourteen days from the date on which we receive notice of your cancellation of this agreement. For this repayment, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; in no case you will be charged for this repayment fees.

If you have requested that the services be commenced during the period of withdrawal, you must pay us a reasonable amount equal to the proportion of services already provided by you at the time you inform us of the exercise of the right of withdrawal in respect of this contract comparison with the total volume of services provided for in the contract.

#### **Model of withdrawal form**

(If you want to cancel the contract, please fill out this form and send it back.)

- To AROX Webservice & Multimedia-Pool Shop  
Georg-Baersch-Strasse 7  
65428 Ruesselsheim/Germany  
info@multimedia-pool.com  
Fax: 00 49 6142 3594277
- I/We (\*) hereby revoke 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 when notified on paper)
  
  - Date
- 

(\*) Delete as appropriate.

#### **4. Services of AROX Webservice & Multimedia-Pool Shop**

1. AROX Webservice & Multimedia-Pool Shop allows registered users and customers to create free comments, posts, blog articles, reviews of products in the shop. Customers of AROX Webservice & Multimedia Pool Shop may also purchase paid merchandise, virtual goods (e.g. downloads, images, subscriptions), services, and premium services.
2. The exact scope of services of AROX Webservice & Multimedia-Pool Shop results from the respective current service description, which can be viewed under any available product and/or service on [www.multimedia-pool.com/shop](http://www.multimedia-pool.com/shop).
3. AROX Webservice & Multimedia-Pool Shop reserves the right to change the services or to offer different services as far as this is reasonable for the user and
  - happens to the benefit of the user;
  - if the change serves to reconcile the benefits with the applicable law, in particular if the current legal situation changes;
  - if the change AROX Webservice & Multimedia Pool Shop serves to enforce mandatory judicial or regulatory decisions;
  - as far as the respective change is necessary to close existing vulnerabilities;
  - if the change is of a purely technical or procedural nature without significant impact on the user. Changes with only insignificant influence on previous functions do not constitute changes in performance in this sense. This applies in particular to changes of a purely optical nature and the mere change of the arrangement of functions.
4. To use the shop of AROX Webservice & Multimedia-Pool Shop you need to register in advance. By signing up for a subscription, you will initially be granted a free membership as a user on [www.multimedia-pool.com](http://www.multimedia-pool.com). At the same time, the user is offered the opportunity to purchase goods, virtual goods and / or services at a charge. By submitting the buy button, a contract of use between AROX Webservice & Multimedia-Pool Shop and the user is concluded.

#### **5. Services of AROX Webservice & Multimedia Pool Shop: Premium Services**

1. The scope of services of the individual fee-based premium services results from the current service description at the time of the order, which can be accessed under the respective product and/or service at [www.multimedia-pool.com/shop](http://www.multimedia-pool.com/shop).

2. In order to use a paid premium service, users must select a corresponding premium option, click on the "Buy" button, enter their address data and personal data, then click on the "Proceed to Checkout" button to select the payment method and click on the button "Order" to complete the order process. Individual premium services (for example, subscriptions, paid memberships) can also be booked separately using the "Order" button. This is a paid contract between AROX Webservice & Multimedia Pool Shop and the user. During the ordering process, users can use the "Back" buttons to correct their information.
3. Top-level domains (for example, .com, .de) are managed by a variety of different organizations that have set different conditions for domain registration and management, as well as the settlement of domain disputes. As far as domains are the subject of the contract, the corresponding contract and award conditions of the respective registration authorities are to be observed. The contractual relationship over the registration of domains occurs directly between the user and the corresponding organization or registrar. When procuring and or maintaining domains, AROX Webservice & Multimedia-Pool Shop only acts as a mediator between the user and the respective organization or registrar. AROX Webservice & Multimedia-Pool Shop has no influence on the domain allocation and does not warrant that domains requested for the user will be assigned and/or assigned domains are free of third party rights and/or permanent. AROX Webservice & Multimedia-Pool Shop may make changes to another registrar at any time without notice, unless this is unreasonable for the user in individual cases.
4. AROX Webservice & Multimedia-Pool Shop sends the user an order confirmation with all order data to the e-mail address provided by him. With the order confirmation, the customer also receives a copy of the terms and conditions together with the cancellation policy. In addition, AROX Webservice & Multimedia Pool Shop will save the contract text, but will not make it accessible on the internet.

## **6. Grant of rights of use to users**

1. AROX Webservice & Multimedia-Pool Shop may provide the user with tools, programs, code or scripts where the AROX Webservice & Multimedia Pool Shop and/or third party rights exist. AROX Webservice & Multimedia-Pool Shop grants the user a simple right of use limited to the duration of the associated contractual relationship. The user is not permitted to grant third parties rights of use.
2. Subject to conflicting statutory provisions, in particular those of Section 69 e of the German Copyright Act, the user is not permitted to decompile these tools, programs, code or scripts or to otherwise convert them into a generally readable form. Likewise, the user is not permitted to use it for any purpose other than the contract. Any other use requires the explicit, at least textual consent of AROX Webservice & Multimedia Pool Shop or the third party providers concerned.
3. For open source software, the above granted rights do not apply, only the associated license conditions apply.
4. Incidentally, the license terms of the respective software provider apply.
5. The user may only use texts, images, audio, audiovisual or other contents provided by the user during the contract period and exclusively for the design of their own contractual web pages by AROX Webservice & Multimedia-Pool. Further use is not permitted.

## **7. Grant of user rights by users**

1. The granting of the following rights is solely for the operation of AROX Webservice & Multimedia-Pool Shop and the provision of contractual services.
2. The users grant AROX Webservice & Multimedia-Pool Shop the unlimited right to reproduce, make publicly accessible and edit the rights-protected content, as well as these rights to third parties, such as technical service providers or other users of AROX Webservice & Multimedia Pool Shop to transfer.
3. The grant is unlimited in time until revoked by the user. The withdrawal is exercised in particular by deletion of the profile.
4. The user has before uploading and writing content on AROX Webservice & Multimedia Pool Shop to ensure that he has the necessary rights to use the content.

## **8. Duties and obligations of the user**

1. The data requested during registration must be provided by the user completely and truthfully. The user undertakes to immediately update the data stored at AROX Webservice & Multimedia-Pool Shop in case of changes. The user is liable for damages, if AROX Webservice & Multimedia-Pool Shop suffers damage caused by the user of incorrectly stated or not updated data.
2. The user is obliged to immediately change passwords assigned to him by AROX Webservice & Multimedia-Pool Shop, for example. The user has to keep his passwords secret from third parties. AROX Webservice & Multimedia-Pool Shop will not provide the user's password to third parties and will not ask the user (eg by phone or e-mail) to disclose the password. The user is liable for usage fees and damages if, due to his fault, third parties should exploit the services of AROX Webservice & Multimedia-Pool Shop by misusing his passwords.
3. It is the responsibility of the user to make regular backups of the data stored by him at AROX Webservice & Multimedia-Pool Shop after each change (hereinafter referred to as "backup"). This backup is carried out by the user not on servers or computers of AROX Webservice & Multimedia Pool Shop, but on external storage.
4. The user is obliged to follow the applicable law when using the AROX Webservice & Multimedia Pool Shop and the use of other services provided by AROX Webservice & Multimedia-Pool Shop. AROX Webservice & Multimedia-Pool Shop expressly states that the user is responsible and liable for the websites and registered domains they create. AROX Webservice & Multimedia-Pool Shop is not obligated to examine the websites or domains of the user for possible legal violations. For example, without exception:
  - to disseminate content that violates child protection regulations, criminal or other laws or morality,
  - distribute content that infringes the copyright, trademark, personal or other rights of others,
  - register domains that violate the rights of third parties or otherwise violate the law,
  - "spamming", that means the sending of "junk mail", "chain letters" or other unsolicited e-mails,
  - the sending of e-mails stating false sender data or other concealment of the identity of the sender.
  - The automatic readout of websites hosted on AROX Webservice & Multimedia Pool Shop (for example by crawling or spiders) is only permitted to third parties with the consent of the AROX Webservice & Multimedia Pool Shop.
5. Any user activity designed to render the infrastructure of AROX Webservice & Multimedia Pool Shop inoperative or to make it difficult to use is prohibited and may be prosecuted under civil or criminal law. In particular, the user is obliged to design his web pages in such a way that an excessive load on the infrastructure of AROX Webservice & Multimedia Pool Shop is avoided. It is forbidden to use websites hosted on the AROX Webservice & Multimedia Pool Shop in whole or in part (eg with frames) on other websites. Websites hosted on AROX Webservice & Multimedia Pool Shop may only be accessed via the domain acquired by AROX Webservice & Multimedia Pool Shop as part of a premium service. Likewise, the inclusion of resource-consuming third-party-provided elements (widgets, chats) is not permitted unless they are certified by AROX Webservice & Multimedia-Pool Shop. AROX Webservice & Multimedia Pool Shop is authorized to take websites offline that do not meet these requirements.
6. The user is required to regularly retrieve his e-mail received via an e-mail address provided by AROX Webservice & Multimedia-Pool Shop and, if he wishes to keep it up, to download it. AROX Webservice & Multimedia Pool Shop reserves the right to
  - limit the size of incoming and outgoing e-mails if and to the extent that this is reasonable for the user,
  - to limit the load on the system and to avoid dangers use so-called spam filters, which can lead to the sorting out of incoming or outgoing emails.
7. Users are cautioned that the operation of online offers may be accompanied by legal obligations, in particular information requirements, which may change at any time (for example, provider identification, privacy policy, consumer education in distance selling contracts, etc.). Failure to comply with this may result in civil and criminal penalties. The users are solely responsible for compliance with these obligations. If users are provided with templates and templates for legal texts, they must be individually checked by the users before they are used. AROX Webservice & Multimedia-Pool Shop endeavors to design the legal texts so that they are correct in as many cases as possible, but can not assume liability for their use in individual cases.
8. If users expand their websites with additional services or content, including those offered as part of the hosting contract (eg social plug-ins, graphics, videos or widgets offered by third-party providers), users are required to check whether these extensions are included in their website and are legally permissible for their purposes.
9. In the case of concrete indications that the user violated statutory provisions, these terms and conditions or other agreements with AROX Webservice & Multimedia-Pool Shop or violated the rights of third parties, or in the case of other legitimate interest, AROX Webservice & Multimedia-Pool Shop may take into consideration the legitimate interests of the user and his timely information,
  - block or delete individual contents of the user, possibly even without informing him in advance,
  - to block or delete the entire website of the user, or

- make a domain unreachable.
10. The user has to participate in the registration, transfer and/or deletion of domains, the change of entries in the databases of the contracting authorities and/or the change of providers and/or registrars to a reasonable extent. The user has to immediately notify AROX Webservice & Multimedia-Pool Shop about any loss of his domain.
  11. A serious breach or repeated violation of the user entitles the AROX Webservice & Multimedia Pool Shop to terminate the agreement without notice, subject to the legitimate interests of the user, and may result in additional civil and/or criminal consequences for the user.

## 9. Fees and payment terms

1. A list of the fee-based premium services and the price list for their use can be viewed at [www.multimedia-pool.com/shop/](http://www.multimedia-pool.com/shop/).
2. All prices are exclusive of VAT, as the AROX Web Service & Multimedia-Pool Shop operator (siehe [Legal Notice](#)) is exempt from VAT as a small business owner according § 19.
3. Usage-independent fees are payable in advance for the duration of the contract, unless a shorter billing period has been agreed.
4. AROX Webservice & Multimedia Pool Shop may change prices at the commencement of an extension of the term with a reasonable notice period of at least one month. The same applies to price adjustments due to the change in the legally prescribed VAT rate. If the user does not object to the change within a reasonable deadline set by AROX Webservice & Multimedia-Pool Shop, the change is considered as approved by the user. If the user objects in time, AROX Webservice & Multimedia-Pool Shop is entitled to terminate the user agreement at the time when the changed prices are to come into force. AROX Web Service & Multimedia-Pool Shop will point this out to the user in the announcement.
5. Usage-based fees are also due in advance for the respective billing period, unless the fee is based on a scope of use that can only be determined by the user. In this case, usage-based fees are due after the end of the respective billing period. Usage-based fees are based on the current price list determined by AROX Webservice & Multimedia-Pool Shop at its discretion.
6. Payments by the user are made by direct debit or other payment methods accepted by AROX Webservice & Multimedia-Pool Shop, which are communicated to the user separately.
7. AROX Webservice & Multimedia-Pool Shop creates an electronic invoice for each payment transaction and makes it available to the user for download.
8. Costs arising from chargeback of a payment transaction due to lack of coverage or due to users of incorrectly transmitted data as well as reminder of due claims will be charged to the user, whereby only the actual costs directly incurred by the provider (material costs and fees of third parties, such as postage or chargeback fees) be calculated. The user reserves the right to prove no or lower costs.
9. If and as long as the user is in default of payment, AROX Webservice & Multimedia-Pool Shop may block their services, provided that the blocking was threatened to the user in advance with a notice period of at least seven working days and the user does not have any rights of retention towards AROX Webservice & Multimedia-Pool Shop to be entitled, it is not just an insignificant payment arrears and the blocking is reasonable for the user. Any reminders will be sent to AROX Webservice & Multimedia-Pool Shop by e-mail or by post to the address provided by the user at AROX Webservice & Multimedia-Pool Shop.
10. AROX Webservice & Multimedia-Pool Shop is only authorized to activate a domain after payment of the fees agreed for the registration. If domains are terminated by the user or due to a binding decision in domain disputes, there is no claim of the user to a free replacement domain. A reimbursement of the fee, even partially, will not take place in the case of early termination if the termination has not been caused by AROX Webservice & Multimedia-Pool Shop. The same applies to other severable premium services.
11. The user can offset against claims of AROX Webservice & Multimedia Pool Shop only with uncontradicted or legally established claims, except for claims for defects of the user.
12. The deadline for submitting advance announcements by AROX Webservice & Multimedia-Pool Shop to the customer under the SEPA direct debit procedure is five days for first direct debits and two days for follow-on direct debits.

## 10. Contract duration and termination

1. The contract for hosting products, subscriptions and paid memberships is open-ended and can be terminated by the user at any time and also in text form, by AROX Webservice & Multimedia-Pool Shop with a notice period of two weeks without giving a reason.
2. To avoid abuse by third parties, the user should terminate his account settings. In case of termination by AROX Webservice & Multimedia-Pool Shop, the cancellation will be announced regularly by an e-mail to the e-mail address deposited by the user at AROX Webservice & Multimedia-Pool Shop.
3. If the user additionally uses premium services, the termination option is determined according to the regulations for the associated premium services.
4. Unless otherwise agreed, premium service contracts will be concluded for a period of twelve months. If a contract for premium services is concluded for a certain period of time, it shall be extended by the agreed time (but not by more than twelve months) if it is not terminated with four weeks' notice at the end of the respective specified time. AROX Webservice & Multimedia-Pool Shop is entitled to terminate contracts for premium services with a term of no more than twelve months with a notice period of four weeks to the end of the month. For a longer term, AROX Webservice & Multimedia-Pool Shop is entitled to terminate the agreement with six months' notice to the end of the month. AROX Webservice & Multimedia-Pool Shop reserves the right to verify the identity of the users within reasonable limits, e.g. by sending a confirmation email to the e-mail address specified in the user's administration area.
5. The right to termination without notice for good cause remains unaffected on both sides. An important reason for termination by AROX Webservice & Multimedia Pool Shop is in particular if
  - the user serious breaches of duty within the meaning of para. 8 of these GTC,
  - the user: (a) is in default of payment of the fees or a significant part of the fees for two consecutive dates; or (b) in a period extending over more than two dates, with the payment of the fees equal to an amount in Default is the fees for two months.
  - insolvency proceedings are applied for or opened against the assets of the user, or the opening is rejected for lack of assets, or
  - AROX Webservice & Multimedia Pool Shop ceases its operations.
6. If the user does not request the deletion of a domain in the event of termination, AROX Webservice & Multimedia-Pool Shop can return the domain to the responsible contracting authority after the end of the contract and expiry of a reasonable period of time. AROX Webservice & Multimedia-Pool Shop hereby points out that in this case a duty of remuneration of the user to the contracting authority may remain. Alternatively, AROX Webservice & Multimedia-Pool Shop may also delete the domain after a reasonable time has elapsed.
7. If AROX Webservice & Multimedia-Pool Shop does not reach the user at the given email address within a reasonable time, the AROX Webservice & Multimedia Pool will prove to be false Shop authorized to delete the domain.
8. If AROX Webservice & Multimedia-Pool Shop has terminated the user agreement with a user, then this may only after a previous, at least in writing (ie by e-mail, fax or letter) made and expressly referring to the previous termination consent of AROX Webservice & Multimedia-Pool Shop back at AROX Webservice & Multimedia-Pool Shop login.

## **11. Availability and system integrity**

1. The right to use the services of AROX Webservice & Multimedia-Pool Shop is within the current state of the art. AROX Webservice & Multimedia-Pool Shop expressly informs the user that the availability of websites and other services is not technically feasible at any time. Temporary restrictions may arise, for example, due to technical issues such as a power interruption, hardware or software failure. Restrictions or restrictions on the services provided by AROX Webservice & Multimedia-Pool Shop may arise due to circumstances beyond the control of AROX Webservice & Multimedia-Pool Shop. This includes, in particular, acts of third parties that are not acting on behalf of AROX Webservice & Multimedia-Pool Shop, technical conditions of the Internet that can not be influenced by AROX Webservice & Multimedia-Pool Shop, as well as force majeure. To the extent that such circumstances affect the availability or functionality of the services provided by AROX Webservice & Multimedia-Pool Shop, this shall not affect the conformity of the services provided by AROX Webservice & Multimedia-Pool Shop.
2. AROX Webservice & Multimedia Pool Shop limits its services to capacity limitations, the security or integrity of the servers or software, or to the performance of technical measures, and to limit the proper or improved performance of the services (for example, maintenance ). AROX Webservice & Multimedia-Pool Shop takes into account the legitimate interests of the users in a suitable manner, such as - if practicable - through prior information. AROX

Webservice & Multimedia-Pool Shop will do maintenance work as far as possible in times of low usage.

3. The user is under no obligation to use any software, scripts or other mechanisms or to take measures that could affect the functioning or performance of the infrastructure used by AROX Webservice & Multimedia-Pool Shop. Also, the user may not use any software, scripts or other mechanisms or take any action that could result in excessive or unreasonable burden on the infrastructure of AROX Webservice & Multimedia-Pool Shop.
4. The user is aware that Internet-based storage of content is associated with the risk of data loss. It is the user's own responsibility to make backup copies of his contents and data himself.
5. Incidentally, the statutory warranty right applies.

## **12. Limitation of liability**

1. For liability of AROX Webservice & Multimedia-Pool Shop for damages, the following exclusions and limitations apply without prejudice to the other legal requirements.
2. AROX Webservice & Multimedia-Pool Shop is liable without limitation, as far as the cause of the damage is based on intent or gross negligence.
3. Furthermore, AROX Webservice & Multimedia-Pool Shop is liable for the slightly negligent breach of material obligations, the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of duties whose fulfillment makes the proper execution of the contract in the first place and whose compliance you regularly rely on, in this case AROX Webservice & Multimedia-Pool Shop is liable only for the foreseeable, contract-typical damage. AROX Webservice & Multimedia Pool Shop is not liable for slightly negligent breaches of obligations other than those specified in the preceding sentences.
4. The above limitations of liability do not apply in case of injury to life, limb or health, for a defect after assuming a guarantee for the condition of the product and for fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.
5. As far as the liability of AROX Webservice & Multimedia-Pool Shop is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

## **13. Exemption**

1. The user indemnifies AROX Webservice & Multimedia-Pool Shop from all claims asserted by third parties against AROX Webservice & Multimedia-Pool Shop due to a violation of their rights by websites created by the user or registered domains. In that regard, the user also has to bear the costs of a necessary legal defense, including legal fees and legal costs. An exemption by the user does not take place if he is not responsible for the infringement.
2. If AROX Webservice & Multimedia-Pool Shop is used due to user-created websites or other services provided by AROX Webservice & Multimedia-Pool Shop and used by the user, the user AROX Webservice & Multimedia-Pool Shop will promptly, truthfully and comprehensively provide all information necessary for the examination of the claims and a defense.

## **14. Data protection**

AROX Webservice & Multimedia Pool Shop is important for protecting the privacy of its users. Detailed information on data protection and the nature, scope and purpose of the collection, processing and use of the personal data required for the execution of this contract by AROX Webservice & Multimedia-Pool Shop can be found in the privacy policy, which can be accessed at <https://www.multimedia-pool.com/privacy-policy>.

## **15. Change of the terms and conditions**

1. AROX Webservice & Multimedia-Pool Shop reserves the right to change the terms and conditions at any time with effect for the future, unless this is not reasonable for the users. The change will only occur if the following factual



reasons exist:

- if the change serves to bring the terms and conditions into compliance with the applicable law, in particular if the current legal situation changes;
  - when the change AROX Webservice & Multimedia Pool Shop serves to enforce mandatory judicial or regulatory decisions;
  - if completely new services of AROX Webservice & Multimedia-Pool Shop, or service elements as well as technical or organizational processes of AROX Webservice & Multimedia-Pool Shop require a description in the GTC and from this the existing contractual relation to the user is not impaired at his expense;
  - if the change is only beneficial to the users.
2. In such a case, AROX Webservice & Multimedia-Pool Shop will send the changed terms and conditions at least four weeks before their entry into force to the e-mail address deposited by the user at AROX Webservice & Multimedia-Pool Shop and inform them of the consequence of the change notification.
  3. If the user does not object to the new terms and conditions within a period of four weeks after receiving the e-mail, the changed terms and conditions shall be deemed accepted by him. If the user objects on time, AROX Webservice & Multimedia-Pool Shop is entitled to terminate the user agreement at the time when the changed terms of use are to come into force. AROX Webservice & Multimedia Pool Shop will inform the user about the consequences of an omitted objection with the change notification.

## **16. Final provisions/h3>**

- 1. AROX Webservice & Multimedia-Pool Shop may send information and declarations concerning the contractual relationship with the user to the e-mail address deposited by the user at AROX Webservice & Multimedia-Pool Shop. The user will check this e-mail address regularly.**
- 2. For users who are not consumers (for example, entrepreneurs), the law of the Federal Republic of Germany.**
- 3. Contract languages are generally German and English, and for software translations additionally the language of the respective translation.**
- 4. Jurisdiction is the seat of AROX Webservice & Multimedia-Pool Shop, if the user is a merchant or a legal entity under public law.**
- 5. Complaints procedure via online dispute resolution for consumers (OS):**  
**<https://ec.europa.eu/consumers/odr/>. We are unwilling and not obliged to participate in a dispute settlement procedure before a consumer arbitration board.**