

§1 Scope

The following General Terms and Conditions (GTC) apply to the Contao Live Update and take effect with the use of the online services on <https://update.contao.org>. The GTC will be deemed to have been accepted at the latest upon receipt of the products by the customer.

Deviating or additional agreements, with particular reference to purchase conditions of the buyer, will be binding on us only if we have confirmed them in writing. All special agreements, in particular verbal or telephone agreements and collateral agreements, will become legally binding only after written confirmation by us.

The operator of the theme store is the company Feyer Media GmbH & Co. KG, hereinafter referred to as "Operator".

§2 Live Update

The Contao Live Update includes the provision of an individual update package to bring a Contao installation up to date. The update package only relates to the Contao core distribution and does not include any third-party extensions.

§3 Registration

The user shall ensure that all the necessary information is correctly and fully recorded at the point of registration. The user shall bear any additional costs that may arise during ordering and payment processing due to incomplete or incorrect data.

If an update of the data submitted is required, the user shall independently correct the corresponding data in its account.

The user shall ensure that login credentials such as user name and password are kept secure and protected from third-party access. In the event of the loss or theft of login credentials, the user shall inform the Operator thereof without undue delay.

§4 Payment and service terms and conditions

The service is rendered exclusively for cash in advance, that is to say the ordered product is delivered only after receipt of payment in one of the accounts of the Operator. The request for payment and the data required to make payment are delivered to the buyer.

Unless otherwise stated in the invoice, the invoice is due for payment without deductions within 10 days of submission of the order. The crucial date for determining adherence to this deadline is the date of receipt of the payment in the account of the Operator or the receipt of the payment confirmation from the online payment service (such as PayPal). After this deadline the buyer will be deemed in default of payment.

In the absence of any other agreements between the parties, the content and scope of the performance owed by the seller are determined by the description of the product or service in question in the Contao theme store.

As soon as the purchase price owed by the buyer has been received, the Operator shall pass on the ordered product within 3 working days by sending a download link to the buyer. By accepting these GTC the buyer is providing its express consent for the seller to begin with the provision of the service before the end of the cooling-off period.

For the seller, confirmed performance dates will be extended appropriately in the event of disruptions due to force majeure and other impediments for which the seller is not responsible. In the event of slight negligence, a claim on the part of the buyer for compensation due to delay in delivery is excluded; for the rest, such a claim is limited to the amount of the foreseeable damages.

§5 Warranty claims

The Operator warrants that the online service provided is not impaired by functional defects and is suitable for use in a manner essential for proper operation or, as the case may be, normal use. Liability for other, non-functional defects is excluded.

§6 Liability

The Operator accepts no liability for anything happening after the update package has been transferred to the clients' server. The installation of the files on the server is beyond the Operator's control and can fail due to insufficient file permissions, too short script runtime, too little memory or other server configuration related factors.

§7 Obligations of the user

The user shall ensure that their server meets the system requirements of the Live Update. This can e.g. be checked with the free Contao Check. The user shall also ensure to create backups of their website and database before the Live Update, so they can be restored if necessary.

§8 Final provisions

The applicable law is that of the Federal Republic of Germany.

If the buyer is a merchant, legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract will be the registered office of the Operator. The same applies if the buyer is an entrepreneur and has no general jurisdiction in Germany or if the domicile or habitual place of residence is not known at the time action is taken. The authority to file suit in another legal jurisdiction remains unaffected.

The Operator reserves the right to change these GTC at any time and without giving reasons. The user will receive the modified GTC by email at least two weeks prior to their effective date. If the user does not raise objections to the new GTC within two weeks of receipt of the email, it will be deemed to have accepted the modified GTC.

Should individual provisions of the contract between buyer and seller, including these GTC, be wholly or partially invalid, or subsequently become invalid due to some later circumstance, or should there prove to be a loophole in the contract or the GTC, the validity of the remaining provisions will not be affected.

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