

General Terms and Conditions

1. Subject matter and scope:

1.1 The following general terms and conditions (GTC) in their current version are exclusively applicable to all present and future deliveries and other services provided by monzoom, Withalmst. 9/1A/7, 2120 Wolkersdorf, Austria as part of its internet service provision at the domain www.monzoom.com and/or on the basis of orders provided for its members by telephone and/or in writing, even if the use or access takes place outside Austria.

1.2 The current version of these GTC can be downloaded and saved from www.monzoom.com/pages/terms-and-conditions.html at any time. These GTC apply both to consumers in the sense of the Austrian Consumer Protection Act as well as to non-consumers (hereinafter “contractor”).

1.3 monzoom can transfer its rights and responsibilities under this contract to a third company, for example to a foreign subsidiary or an affiliated company (contract transfer). In the event that the contract is transferred, Members have the right to terminate the contract from the moment of contract transfer.

1.4 monzoom is entitled to amend and supplement these GTC with a reasonable period of notice. Notice will be provided solely by publication via email and on the internet on the pages of www.monzoom.com.

1.5 Other terms and conditions that deviate from those provided monzoom are expressly excluded from the present legal transaction and all business relations with monzoom.

1.6 All offers by GC Media are non-binding.

2. Conclusion of contract

2.1 In order to be able to use the services provided by monzoom at www.monzoom.com, registration as a member and the associated creation of a free membership account at www.monzoom.com is required.

2.2 The Member is obliged to fully and accurately complete their personal details and other facts relevant to the contract that are requested as part of the registration process or during the term of the contract on the registration form and member profile. If the details provided should change after registration, the Member must amend the information in their membership account without delay.

2.3 During registration the Member sets a username and password for access to www.monzoom.com (hereinafter “access details”). User names that infringe the rights of third parties through their use, particularly rights relating to trademarks or names, are inadmissible. In addition, usernames that are unlawful or offend common decency are also inadmissible.

2.4 The Member must keep their access details secret and protected from access by unauthorised third parties. If the Member loses their access details, or knows or suspects that their access details have been used by a third party, they must inform monzoom immediately. monzoom accepts no liability for damages suffered as a result of access details being obtained by third parties.

2.5 By sending the details in their registration form, the Member provides monzoom with an offer to conclude a contract of use for the platform.

2.6 monzoom reserves the right to decline the Member’s registration without providing reasons.

2.7 Once monzoom accepts the Member's offer of registration the Member receives a confirmation email with the registration details and an activation link. The contract of use for the platform www.monzoom.com between monzoom and the Member comes into effect upon receipt of this confirmation email.

2.8 monzoom reserves the right to block or delete membership accounts without providing reasons.

2.9 monzoom is entitled at any time to withdraw the web page www.monzoom.com, the services offered there or any part of them, without prior notification. In such circumstances the usage rights of the Member cease automatically.

3. Services

3.1 On the online platform www.monzoom.com provided by monzoom it is possible to search for content, obtain licences for the available content and to download the content.

3.2 All services are subject to the end user licence which can be viewed and downloaded at www.monzoom.com/members/license.php.

4. Right of withdrawal

The right of withdrawal for Members from the services of monzoom at www.monzoom.com is precluded, since digital content is not stored on a physical data storage device and monzoom begins service provision in fulfilment of the contract immediately on receipt of the Member's confirmation.

5. Prices and terms of payment

5.1 The prices listed at www.monzoom.com at the time of ordering apply. The trading currency is US\$.

5.2 Services remain the property of monzoom until full payment has been received.

5.3 The rights to the service in accordance with the end user licence are only transferred to the Member following full payment.

5.4 The Member is precluded from offsetting with a claim against monzoom unless the claim has been proven to be legally binding.

6. Credits

6.1 In order to redeem a credit the credit code must be entered into the relevant box during the ordering process. Discounts cannot be applied retrospectively to amounts that have already been charged. Only one credit can be used per order, it is not possible to combine several credits in a single order.

6.2 monzoom only deducts the credit amount as long as and to the extent that this is given on the credit. Once the term specified in the online credit has expired the credit can no longer be redeemed.

6.3 Credits cannot be paid as cash. A transfer or resale of credits is also not permissible. If the value of the credit exceeds the total amount of an order the remainder of the credit expires on the completion of the order.

7. Terms of delivery

Delays in delivery that are caused by statutory or regulatory provisions (e.g. import and export restrictions) or by technical faults and are not attributable to monzoom extend the delivery deadline in accordance with the duration of those obstructions.

8. Guarantee

8.1 monzoom provides no guarantee that the services are suitable for a particular purpose. In particular, monzoom does not guarantee that all the data files can be edited, stored on any given recording medium or converted into any kind of file format.

8.2 All pictures on www.monzoom.com are for illustrative purposes only, so may differ in terms of colour, shape and content from the object supplied.

8.3 Contractors should examine the delivery without delay and report any defects (sect. 377 Austrian Commercial Code [UGB]).

9. Liability

monzoom's liability is excluded unless the damage was caused intentionally or by gross negligence. This does not apply to loss of life or damage to a person's health.

10. Data protection

10.1 All data that the Member provides to monzoom will only be saved electronically and used by monzoom for processing the contractual relationship and for processing future contracts.

10.2 Any further usage can only be undertaken with the Member's consent. This consent can be withdrawn at any time.

10.3 Billing data is automatically deleted after seven years as long as no binding legal provisions contradict this deletion.

10.4 In addition, the data protection provisions that can be accessed at www.monzoom.com/privacy-policy.php also apply.

11. Data security

11.1 The Member undertakes to keep access details, passwords and all other data made available by monzoom at www.monzoom.com confidential. In the event of data loss, the Member undertakes to inform monzoom of the loss immediately.

11.2 The Member undertakes to refrain from any actions that could damage the functionality or operation of the services offered, or the hardware and software belonging to monzoom.

11.3 In particular, Members are not permitted to scan or test the weak points of monzoom's system or network, to circumvent the safety systems or access systems of the services offered, or to introduce malware into monzoom's system.

11.4 The contents accessible at www.monzoom.com together form a database protected by copyright. It is prohibited to wholly or partially structurally reproduce or edit this database without the consent of monzoom.

12. Jurisdiction and place of fulfilment

12.1 To the extent permissible, it is agreed that Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.2 It is agreed that the materially and locally competent court for Vienna Old Town (Innere Stadt) shall be the court of jurisdiction for the contractor.

13. Miscellaneous

The following apply to services performed by monzoom for the contractor:

13.1 Should individual provisions in these GTC be or become null, unenforceable and/or invalid then this does not mean that the nullity, unenforceability or invalidity applies to the whole GTC. The parties undertake to agree a regulation in place of the null, unenforceable and/or invalid provision that commercially comes closest to the intended purpose of the null, unenforceable and/or invalid regulation.

13.2 These GTC apply to all delivery and payment conditions, including for all late contracts and deliveries with the contractor, and even in the event that monzoom does not explicitly refer to these conditions during late deliveries.