

General Terms and Conditions of Business and Use

1. Preamble

1. 1 pvb-online deals with services in the field of marketing and sales.

1. 2. These general terms and conditions apply to the entire business relationship between the customer and pvb-online. By concluding the contract, the customer expressly declares that he accepts these general terms and conditions of business and use as binding in their entirety and that he waives the application of any general terms and conditions of business of his own that may exist.

1. 3. By concluding the contract, the customer also expressly confirms that he is aware of and agrees to these general terms and conditions of business and use.

2. Description of services

2.1 pvb-online provides the customer according to the provisions of these general Terms and conditions of use for an affiliate webpage for a period of 36 months available online.

2.2 pvb-online shall have a technical solution to provide a personalized affiliate webpage online for use by customers and sales partners of product and service providers.

3. Conclusion of a contract

3.1 Within the scope of the registration process, the customer agrees to the contractual service offer and these general terms and conditions of business and use.

Upon receipt of payment for the service, the contract with these general terms and conditions between the customer and pvb-online comes into force (acceptance). The price depends on the service selected by the customer.

3.2. pvb-online requires 2-3 business days for the technical setup of the new customer. The customer has therefore 3 working days after receipt of payment claim to the provision of the affiliate web page.

4. Payment terms

4.1 All payments to be made by the customer shall be made in such a way that the account of pvb-online without any deductions, regardless of the title (e.g. duties, offsets, counterclaims, etc.), no later than 14 days after the acceptance of the offer by the customer.

4.2 The invoice for the respective service will be sent to the customer after conclusion by email to the email address provided by the customer during the registration process. The customer has any objections against the issued to him within 30 days in writing by e-mail to pvb-online, otherwise the invoice is considered as accepted.

5. Contract term

5.1 The contract between pvb-online and the customer is concluded for a period of 24 months. The minimum contract period is therefore 24 months from the conclusion of the contract.

5.2 If the contract is not terminated in writing by the customer by the end of the minimum contract period, the contract shall be automatically extended by a further 12 months. The contract extensions are free of charge for the customer.

6. Right of withdrawal & cancellation policy

6.1 The customer has the right according to § 312b ff. BGB (German Civil Code) to revoke the contract within 14 days after contract without giving reasons. To exercise the revocation right, the customer must send pvb-online (contact information see point 22) by a clearly written statement (by mail or e-mail) about the decision to revoke the contract. For this purpose, the customer may use the model withdrawal form (Appendix1) or send another clear declaration to pvb-online. To comply with the the revocation period, it is sufficient if the customer sends the notification about the exercise of the right of revocation before the expiry of the revocation period.

6.2 If the contract is revoked by the customer, the customer's payment shall be refunded within 14 days from the receipt of the revocation to the customer. The repayment to the customer shall be made exclusively by bank transfer to the bank account of the customer. The customer must communicate pvb-online his account details (bank, account holder, IBAN and BIC) for the repayment in writing. Any transfer costs incurred for the repayment shall be borne by the customer

7. Warranty Terms

7.1. pvb-online undertakes to provide the affiliate webpage, including sub-domain, for the including the sub-domain for the customer. Pvb-online shall not assume any warranty or any other liability for the freedom from malfunctions of its hardware and software, or for short-term disruptions caused by expedient software updates.

7.2 If the services are not provided at the agreed time or if the service is defective, pvb-online shall be obligated to remedy the existing defects immediately and to provide the services properly and free of defects within a reasonable period of time.
properly and free of defects within a reasonable period of time.

The customer undertakes to give pvb-online a reasonable period of time to remedy the defects and, to the extent that it is necessary, to provide pvb-online with all necessary information.

7.3 The customer undertakes to notify pvb-online immediately of any defects by e-mail to info@pvb-online.de. pvb-online shall not assume any warranty for any additional expenses caused by the late notification of the customer.

8. Limitation of Liability

8.1 pvb-online shall provide the contractually agreed service with great care. Pvb-online shall in no way be liable for the constant availability of the services as well as for the integrity and availability of the data stored by the customer in the system of pvb-online.

8.2. pvb-online is liable for personal injury caused by fault. In case of other damage, malfunctions, illegal system access or loss of data, pvb-online and its employees, legal representatives or executives shall in no case be liable for damage caused by negligence. Pvb-online shall not be liable for lost profits, consequential damages or indirect damages (third party damages) of the customer.

8.3. pvb-online is not liable for failures, damages or delays due to force majeure or events that are not foreseeable or merely temporary and are not the responsibility of pvb-online gross negligence or willful misconduct.

8.4 This includes in particular but not exclusively natural disasters, fire, war conditions or employee uprisings at the locations of the servers, crises in the electricity market, changes in the legal situation after the conclusion of the contract, hacker attacks on the system of pvb-online or its servers, extensive and urgent need for maintenance of the systems and servers, official directives and other sovereign interventions, power failures, failure of network structures such as data services and gateways of other operators. Such events shall not be deemed a breach of contract by pvb-online.

8.5. pvb-online shall be entitled to temporarily interrupt its services in case of such events. The customer shall not have any claims against pvb-online from such an interruption.

8.6 In the event of a system failure or delay of more than one month due to such an event or a similar event, both the customer as well as pvb-online is entitled to extraordinary termination of the contract. If the customer wishes to make use of this extraordinary right of termination, he has to follow the procedure according to point 9.2. In this case the customer has no repayment claim.

8.7 Apart from the statutory duty to provide information, pvb-online shall have no further duty to provide information. pvb-online shall not be liable for the information provided on its websites and in the context of the service, including their accuracy, completeness and usefulness.

9. Termination of the contract by the customer

9.1 The customer has the right to terminate the contract at any time in writing or by e-mail under proof of his identity to the end of each month. The contract is then as dissolved. A repayment or compensation claim of the customer in the case of ordinary termination of the contract against pvb-online does not exist.

9.2 The customer has the right to terminate the contract extraordinarily in written form or by eMail under proof of his identity without notice if pvb-online can no longer provide its services or if there are important reasons which make the maintenance of the contract for the customer unreasonable.

The contract shall then be deemed to be terminated. A repayment or compensation claim of the customer in case of ordinary termination of the contract against pvb-online does not exist.

10. Termination of the contract by pvb-online

10.1. pvb-online shall have the right to terminate the contract without notice if an event in the sense of point 8.4 leads to a system failure or delay of more than 4 weeks, the customer violates essential provisions of the contract or violates the law, there are serious changes in the law with regard to the content of the Affiliate-Webpage that can not or not completely be fulfilled by pvb-online, other important reasons exist which make the maintenance of the contract for pvb-online unreasonable. A repayment or compensation claim of the customer in the case of ordinary termination of the contract against pvb-online does not exist.

10.2 If the economic viability of the service becomes uncertain or if this is no longer the case in the future, pvb-online may decide at its own discretion whether the contract shall be terminated or the service shall be suspended for a certain period of time. In this case, pvb-online will inform the client in writing. A claim for repayment or compensation of the customer in the case of ordinary termination of the contract against pvb-online does not exist.

11. Obligations of the customer

11.1 In the course of registration, the customer is obligated to truthfully provide all data conclusion of the contract truthfully. This includes:
First name, last name, address, date of birth, telephone number, e-mail address, his affiliate partner ID and that of his sponsor. With registration the customer confirms his age of majority. The customer is obligated to inform pvb-online immediately of any restriction of his legal capacity. If the customer is a company, he has to inform pvb-online immediately in case of insolvency or dissolution, he must immediately notify pvb-online. The customer shall also immediately notify pvb-online of any changes to his data in writing or by e-mail (info@pvb-online.de) with proof of his identity.

12. Communication with the customer

Notifications are generally made in writing by e-mail to the e-mail address provided by the customer during registration. Changes to the e-mail address provided by the customer must be notified by the customer to pvb-online in writing by e-mail (info@pvb-online.de) with proof of identity. If the customer does not provide changes, the information sent by pvb-online to the last e-mail address of the customer is as received.

13. Obfuscation of identity

It is generally prohibited to carry out the registration on the Website using technologies that disguise or mask the true identity (IP address) of the customer (login via anonymous proxy servers, VPN, IP Changer). Pvb-online is entitled to block the affiliate

webpage of the customer and only after clear identification of the customer again to release.

14. Customer's duty of care

14.1 The customer is advised to protect his own IT-systems, with which the access to the affiliate website of pvb-online, in the best possible way against access third parties, in particular by viruses, Trojans, worms, etc. (in particular by sufficient virus protection, firewall). Any liability of pvb-online for damages incurred by the customer due to the lack of security of their own IT systems is excluded.

14.2 pvb-online shall have a claim for damages against the Customer if pvb-online damages occur because the Customer has violated this duty of care or if the Customer fails to notify pvb-online immediately that data has become known to an unauthorized third party.

15. Data protection

15.1 Data shall only be collected if the customer requests them in the context of the order or if the customer voluntarily during the registration process. pvb-online shall use the personal data provided without separate consent in accordance with the provisions of the Federal Data Protection Act exclusively for the purpose of processing the contract. For the purpose of fulfilling the contract, e.g. billing, personal customer data to third parties, such as the accounting department, the paying bank or suppliers, insofar as this is necessary for the fulfillment of the aforementioned contractual obligations.

15.2 The customer has a right to free information about his data and their modification, blocking or deletion of his data. pvb-online reserves the right to demand reimbursement of expenses for multiple requests for information in the same calendar year. If the customer has further information about the storage of his personal data or the deletion, blocking or modification of the data of the interested party, the support is available to him at the email address (info@pvb-online.de).

15.3 With the complete execution of the contract the data of the customer will be blocked and deleted after the expiration of the years for tax or commercial law reasons stored, unless the customer has expressly consented to the further use of the personal data.

16. Confidentiality

The customer agrees that confidential information regarding the pvb-online that are made available to the customer exclusively as part of the contractual relationship, and which are not already publicly accessible or known (and which are not as a result of a Violation of this confidentiality obligation became publicly available or known), or to the respective recipient of the information on a non-confidential basis have been made available only to be used in this business relationship.

17. Final regulation

This contract contains all agreements between the customer and pvb-online, which concern the subject matter of the contract regulated herein. All other previously made in this context, whether they were made conclusively, orally or in writing, are hereby annulled and are therefore invalid.

18. Severability Clause

If any provision of these terms and conditions is found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In place of the ineffective or unenforceable provision, a valid and enforceable provision shall be deemed to have been agreed upon which purpose of the provision to be replaced as closely as possible. This provision shall also apply in the event of loopholes.

19. Prohibition of assignment

The transfer, encumbrance, granting of rights to or in respect of, as well as any other disposal of rights, obligations under the contract between the customer and pvb-online requires the prior written consent of pvb-online to be effective.

20. Choice of Law

German law applies to this contract and the relationship between the customer and pvb-online.
international private law and the UN Convention on Contracts for the International Sale of Goods.

21. Place of jurisdiction

All disputes arising from this contract or relating to its violation, or invalidity thereof shall be exclusively settled before the competent court in pvb-online.

22. Customer service and contact

Support is available to the customer at the e-mail address info@pvb-online.de. available. This eMail address can and shall be used for all communication between pvb-online and the customer. If this should not be possible for any reasons, the customer may alternatively contact the pvb-online support alternatively contact pvb-online by post at the following address:

pvb-online
P.O. Box 510 213
D-90216 Nuremberg
Germany

23. Changes to these terms and conditions

Customers are subject to the general terms and conditions in force at the time the contract started. Pvb-online is entitled to change the general terms and conditions and to bring them to the attention of the customer by means of the e-mail address provided by the customer. If the changes are not exclusively favorable to the customer, pvb-online will send the the message about the change of the general terms and conditions with the reference to the extraordinary termination option according to point 9+10.

The changes to the general terms and conditions shall be deemed to be agreed, if the customer does not object to the changes in writing within one month after the notification of the e-mail by e-mail to info@pvb-online.de

Annex -1-

Model withdrawal form

If you want to withdraw from the contract, please fill out this form and send it back.

pvb-online
P.O. Box 510 213
59280 D-Nürnberg
Germany

or via email address: info@pvb-online.de

I / we (first name, last name) hereby revoke the contract concluded by me / us through which the provision of the affiliate webpage service:

Ordered on received on:

Name of the consumer (s):

Address of the consumer (s):

Bank (for repayment):

Account holder (for repayment):

IBAN (for repayment):

BIC (for repayment):

Signature of the consumer (s) (only when notified on paper)

Date