

# General terms & conditions of business for Gartenplaner M&M

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## 1. Applicability

These general terms & conditions of business apply for all contracts agreed with Gartenplaner M&M about the purchase of garden planning services offered on the web sites gp24.net, gartenplaner24.eu, gardenplanner24.com and gardenplanner24.net. With an order, the user accepts the following terms & conditions of business for the purchase of services from Gartenplaner M&M.

## 2. Conclusion of a contract

Our subscription offers are non-binding. Ordering or paying for a fee-based subscription by the user shall be deemed a binding offer to enter into a contract.

## 3. Length and termination of a contract

A subscription ends automatically after its booked term. This term will be added to any existing subscription. This applies for a free subscription. The subscription will not be automatically extended.

## 4. Extending a contract

An existing contract can be extended at any time by agreeing a new subscription. The current term of the contract will be extended by the term of the booked subscription.

## 5. Conditions of payment

Currently, the subscription fees do not include any value added tax. In case of cancellation within 14 days, payments already made will be refunded.

## 6. Cancellation

If a subscription contract is cancelled, payments already made will be refunded less the amount for the term of the contract which has already elapsed. The basis for calculating the residual amount is a charging period of 1 year and a price per year of 13.99 euros. For a contract for a subscription with a term of one year, none of the payments made will thus be refunded.

## 7. Withdrawal

The following right to withdraw applies for all users who have concluded a Gartenplaner subscription.

## 8. Withdrawal policy

Within fourteen days, you have the right to withdraw from this contract without specifying any reason. This period of fourteen days is counted from the day from which you made use of the service.

To exercise your right to withdrawal you must send us an email to [info@gp24.net](mailto:info@gp24.net) about your decision to withdraw from this contract. There is no particular form required for this email. You just have to specify your customer number, the email address with which you are registered with us, the order number of your subscription and of course your intention to withdraw.

## 9. The consequences of withdrawal

If you withdraw from this contract we will refund all payments which we have received from you within 14 days, starting from the day on which your message about withdrawing from this contract arrives.

## 10. Disclaimer

Gartenplaner views itself as a supporting tool for the planning of a biogarden, of a garden whose plants can flourish in harmony with nature.

We accept no liability for failed harvests as the success of gardening also depends upon other factors such as the weather, soil, seed quality and not least from the gardener himself.

As the laws of nature are very complex and multi-faceted, we do not strive to offer complete information about the plants.

However we do offer our users / garden friends the technical option of voluntarily making their knowledge and experience available to the gardening community / other users.

## 11. Availability of the web site

We try hard to keep the Gartenplaner site constantly available. However, we cannot exclude that short interruptions may occur for maintenance purposes. In such cases, subscribers have no right to claim a reduction of the fee.

## **12. Termination of the registration**

Users can delete their Gartenplaner account by unregistering their account in their account settings (button UnRegister) or by sending an informal email to that effect to [info@gp24.net](mailto:info@gp24.net). Without user intervention, the account automatically becomes inactive after the agreed time.

## **13. Forum**

The user agrees to only write posts into the garden-forum that deal with the topic "garden" (in the broadest sense) and that do not violate applicable laws. We reserve the right to delete all or part of posts and links that do not comply with this principle and to immediately block the account of creators of criminally relevant posts.