

MAGIX Software GmbH General Terms and Conditions

Effective: March 2014

§ 1 Scope of application

1. All deliveries, services and offers of MAGIX Software GmbH (hereinafter referred to as "MAGIX") are made exclusively on the basis of these General Terms and Conditions and the applicable End-User License Agreement (EULA) of MAGIX Software GmbH, provided software and/or audio/video content (A/V Content) are delivered. These conditions will be considered as accepted at the latest when a delivery or a partial delivery or service is received.
2. Differing conditions of the other contracting party are not acknowledged unless confirmed in writing by MAGIX.

§ 2 Offer and conclusion of contract

1. The offers made by MAGIX are without obligation, subject to confirmation and subject to the receipt of supplies by MAGIX from its own suppliers and manufacturers. Placing an order with MAGIX is a binding offer to complete a sales transaction. An automatic email will be sent immediately after receiving and accepting an order. This email confirmation renders the purchase agreement legally binding.
2. In case of downloading software or A/V Content, a purchase agreement, based on these conditions and in compliance with the corresponding MAGIX license agreements for the requested Software and/or A/V Content, becomes binding when the electronic transfer to the requesting party begins.
3. The employees of MAGIX are not authorized to enter into verbal subsidiary agreements or give verbal assurances which go beyond the content of the written contract.

§ 3 End user cancellation policy regarding distance sales contracts

A. For the delivery of goods

a)

Cancellation policy

The customer may revoke the contract in writing (e.g. by post, fax, email) within 14 days without providing any reasons, or by returning the item if it was transferred to the customer before the expiration of this period. The period begins upon receipt of this information in writing, but not before receipt of the item by the recipient (in case of recurring deliveries of identical items, not before receipt of the first delivery), and also not prior to fulfillment of our duty to inform as per Article 246 section 2 and according to section 1 subsections 1 and 2 of the EGBGB (Introductory Law to the German Civil Code) as well as our obligations according to Article 312g section 1 sentence 1 of the German Civil Code (BGB) in conjunction with Article 246 section 3 of the EGBGB.

Sending the cancellation or item on time is sufficient to ensure the right of return period.

Cancellations should be addressed to: MAGIX Software GmbH, Customer Care, Borsigstr. 24, 32312 Lübbecke, Germany, Fax: +49 (0)5741 310768, Email: shop@magix.net.

Consequences of Cancellation

In case of a valid cancellation, the value of goods received by both sides shall be reimbursed and possible use shall be returned (e.g. interest). If the received service or goods ordered (e.g. benefits from use) can not be returned or can only be returned in a worsened condition the value must be replaced. You must only provide reimbursement for goods in worsened or used condition when the damage is caused by using the product beyond its attributes and intended use. "Using the product beyond its attributes and intended use" refers to the testing of the product as is possible and normal if the goods are purchased in a store. Goods that can be

sent as a parcel by mail shall be returned at our risk. The customer shall bear all regular costs for the return postage if the delivered goods correspond with the ordered software and if the price of the item to be returned does not exceed €40 and if at a higher price of the item at the time of cancellation the equivalent or the contractually agreed partial payment has not been fulfilled. Otherwise you can return the goods free of charge. Goods that cannot be sent by post as a parcel will be collected. The obligation to refund payments must be fulfilled within 30 days. The period begins for the customer upon sending of the right of recall or of the items in question; for us, this period begins when they are received.

End of cancellation instructions

b)

If you are a business as defined by Sec. 14 of the German Civil Code, and are exercising your commercial or freelance duties on closing the contract, the right of revocation shall not apply. The right of cancellation does not apply to distance contracts

- which, due to their very nature are not suitable for return or
- to any delivery of services of audio, and video material or software, provided that the delivered data storage devices have been unsealed by the customer.

B. For service deliveries

Cancellation policy

The user may recall the contract in writing within 14 days of submission without providing any reasons (e.g. by post, fax, email). The period begins upon receipt of this information in writing, but not before conclusion of the contract and also not prior to fulfillment of our duty to inform as per Article 246 section 2, according to section 1 subsections 1 and 2 of the EGBGB (Introductory Law of the German Civil Code) as well as our duties as per section 312g subsection 1 clause 1 of the BGB (German Civil Code) according to Article 246 section 3 of the EGBGB. To ensure the right of return period, it is sufficient to send the withdrawal with due notice Cancellations should be addressed to: MAGIX Software GmbH, Customer Care, Borsigstr. 24, 32312 Lübbecke, Germany, Fax: +49 (0)5741 310768, Email: shop@magix.net

Consequences of Cancellation

In case of a valid cancellation, the value of goods received by both sides shall be reimbursed and possible use shall be returned (e.g. interest). If the received service or goods ordered (e.g. benefits from use) can not be returned or can only be returned in a worsened condition the value must be replaced. This means that you may still have to fulfill your contractual payment obligations for the period until the withdrawal. The obligation to refund payments must be fulfilled within 30 days. The period begins for the user upon sending of the revocation right; for us, this period begins when they are received.

Please Note:

Your right to revoke expires if the contract has been fully completed on both sides before you have explicitly exercised your right to revoke.

End of cancellation instructions

§ 4 Cost paying agreement in case of return

If the customer exercises their right to return the goods (see cancellation policy) they shall bear all regular costs for the return postage if the delivered goods correspond with the ordered software and if the price of the item to be returned does not exceed €40 and if at a higher price of the item at the time of cancellation the equivalent or

the contractually agreed partial payment has not been fulfilled. Otherwise, the goods may be returned free of charge.

§ 5 30-days money back guarantee

We are confident in the quality of our software. Use our software for 30 days after delivery. This guarantee only applies to mail-order products. If you are not fully satisfied with our products you may return the software complete and fully in tact within 30 days of delivery for a full refund of the purchase price. Please contact MAGIX Support before canceling an order. We are happy to help and can probably solve your problem. This guarantee does not affect your statutory rights.

§ 6 License verification

Individual software product licenses have to be validated periodically. This ensures that the original software is being used according to the license terms and conditions. This requires an Internet connection. Should you not be online for an extended period, you will receive a message in the software prompting you to connect to the Internet.

§ 7 Prices and terms of payments; Online vouchers

1. The prices named are the final prices and include the legally imposed value added tax. The costs of shipping and handling are included in the final order price. The prices listed at the time of the order are valid.
2. Online vouchers can be sent by email to MAGIX customers as part of special rebate or sales events. These can be redeemed only in the MAGIX Online Shop at www.magix.com by the customer identified by the customer number. Redemption from MAGIX Online Services, for example MAGIX Online Album, MAGIX Website Maker, etc. is not possible. Vouchers which are received as a result of product purchase cannot be redeemed in the course of the same process. The vouchers gain validity only after the conclusion of the purchasing process.
3. To redeem online vouchers in the course of an order process, the activation code of the voucher has to be entered into the corresponding field and confirmed by clicking on the "Redeem" button. A retroactive reduction of already billed orders is not possible. Multiple vouchers may be received and redeemed. Within one order, only one coupon may be redeemed. Using multiple vouchers for one order is not possible. Online vouchers can only be redeemed from the corresponding country, where MAGIX has issued the online voucher.
4. After receiving an online voucher in the course product purchase, the voucher is mailed to the address indicated during the order process on the day of the order placement. In the absence of other instructions, the voucher is valid 12 months after its issuance. MAGIX takes the voucher amounts into consideration as long as this is stated on the online voucher. Redemption after the expiry date stated on the online coupon is not possible. Redemption for products and services other than those listed on the online voucher is also forbidden. Online vouchers can be used for all products offered by MAGIX. Unless it is explicitly stated that the use of vouchers is allowed, all offers from other manufacturers (hardware or software) as well as offers lowered in price and encoders are excepted.
5. Vouchers cannot be paid out in cash. Resale is also prohibited. If the voucher value is higher than the total amount of your order, the remaining credit is forfeited with the completion of your order.

§ 8 Retention of title

MAGIX shall retain the title to the contractual objects until payment in full.

§ 9 Deliveries and performance period

1. MAGIX does not assume the procurement risk. MAGIX is entitled to withdraw from the contract if, despite the previously completed purchase contract, MAGIX doesn't receive the delivery item. If the delivery of a subcontractor is cancelled, the contract is deemed void. MAGIX will promptly inform the customer if the delivery is delayed, and in case of cancellation, will immediately exercise the right to withdraw from the contract. If the

delivery of a subcontractor is canceled, MAGIX will immediately refund to the customer the corresponding equivalent value.

2. Partial deliveries shall be permitted insofar as they are reasonable to the customer.

§ 10 Warranty

1. Unless there is no other arrangement, regulations stipulated by law shall be effective in the case of a defect.

2. The customer is obliged to notify MAGIX of defects within two months of finding them. The defects should be described in as fine detail as is possible. This provision does not set a cut-off period for customer warranty.

3. Contesting apparent defects is only permitted within 14 days of receiving the goods.

§ 11 Disclaimer

1. MAGIX is only liable to slight negligible damages incurred by it or its assistant(s) if a duty is violated, even if it is extra-contractual, the adherence to which is of special importance in order to be in compliance with contractual use (Cardinal duty), as well in cases of damage to the life, body and health.

2. If a material contractual obligation is violated the liability is limited to damage which is expected within the scope of this agreement, provided there is no deliberate action and gross negligence, or if liability is incurred due to fatal injury, physical injury or health hazards.

3. Statutory liability in case of personal damages and damages pursuant to the Product Liability Act remains unaffected.

4. MAGIX shall not be liable for damage which can be controlled by the other contracting party or which the other contracting party could have prevented by taking measures which can be reasonably expected. MAGIX is liable for data loss only to the extent of costs incurred during restoration if backups are available.

5. A change in the burden of proof to the disadvantage of the customer is not related to the foregoing provision.

§ 12 Copyrights / Rights of use

1. If software, software descriptions, music, or films in audio or computer format or other copyrighted items are a part of the scope of delivery and the item is supposed to be handed over to a contracting party for use, the contracting party shall be granted a single, non-exclusive right of use in accordance with the applicable MAGIX End-User License Agreements (MAGIX EULA, e-EULA, lease-EULA) for the respective item. The EULA can be found on the MAGIX website (www.magix.com) and is included with the product or data storage medium.

2. The customer is obliged to observe the EULA, in particular the use-related restrictions in the EULA, while using the products. If this agreement is violated, the customer shall be liable for the complete amount of damage occurring as a result of this violation. For instance, the EULA lays down the following: the right to reproduce, multiple usage, program modifications, copyrights and industrial property rights.

3. MAGIX vouches that, in the territory covered by the contract, the contractual products of MAGIX are free from industrial property rights of third parties which could exclude or restrict the use by the other contracting party. This shall not apply if the other contracting party uses a product which has not been released by MAGIX or uses the product after it has been modified by a party other than MAGIX, or if it uses the product under conditions which differ from the contractually agreed conditions of use.

4. If software products of manufacturers other than MAGIX are surrendered, the license provisions of the manufacturer with regard to the scope of use of the software allowed by copyright, in particular with regard to the restrictions on the use of the software, must be observed in addition to these General Terms and Conditions.

§ 13 Set-off

The other contracting party shall be entitled to offset counterclaims or exercise a right of retention only if the counterclaims are non-appealable or undisputed.

§ 14 Enclosures

MAGIX shall be entitled to enclose advertising mail and other printed material such as comparison tests and newspaper reports, irrespective of whether they belong to MAGIX or to third parties, with the products.

§ 15 Storage of the contractual text

The contract text is not stored by us and cannot be retrieved after the order process is complete. You can print the order data immediately after order placement.

§ 16 Final Clauses

1. The General Terms and Conditions and all legal relationships between MAGIX and the other contracting party shall be governed by the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods. As long as the contractual partner is a merchant, a corporate body under public law or under fund assets governed by public law, or holds his or her residence outside the Federal Republic of Germany, Berlin will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract relationship. MAGIX also has the right to bring proceedings against the Customer at its general court of jurisdiction.
2. If MAGIX software is sold or transferred in any other way, the regulations of the corresponding MAGIX End User License Conditions (EULA), which are an integral part of these General Terms and Conditions, shall apply additionally. If there are any doubts and / or conflicting regulations, the clauses in these General Terms and Conditions shall have priority over the regulations in the EULA.
3. Versions of these General Terms and Conditions in languages other than German must only be regarded as translations. If there are interpretation problems and language-related discrepancies between the foreign language version and the German version, the German version of these General Terms and Conditions shall be authoritative.