

Legal status of the seller

Accountstore4u LLC
Sharjah Media City
Sharjah
UAE

Email: info@accountstore4u.de

General terms and conditions and customer information / sample withdrawal form / data protection declaration

I. General terms and conditions

§ 1 Basic Provisions

(1) The following terms and conditions apply to all contracts that you conclude with me as a supplier (Stanislav Miliuk) via the eBay internet platform. Unless otherwise agreed, the inclusion of your own terms and conditions is contradicted.

(2) A consumer within the meaning of the following regulations is any natural person who concludes a legal transaction for purposes that can predominantly neither be attributed to their commercial nor their independent professional activity. An entrepreneur is any natural or legal person or a legal partnership who, when concluding a legal transaction, is exercising their independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject of the contract is the sale of goods.

(2) If an article is posted by us on eBay, the activation of the offer page on eBay constitutes the binding offer to conclude a purchase contract under the conditions contained in the article page.

(3) The eBay terms and conditions apply to the conclusion of the contract, in particular § 6, a corresponding link can be found at the bottom of every eBay page.

Depending on the offer format, the conclusion of the contract is regulated as follows:

"§ 6 Offer formats and conclusion of contract

(...)

2. If a seller uses the eBay services to list an item in auction or fixed price format, he submits a binding offer to conclude a contract for this item. He determines a starting or fixed price and a period within which the offer can be accepted (offer duration). If the seller sets a minimum price for the auction format, the offer is subject to the condition precedent that the minimum price is reached.

3. The seller can also provide offers in auction format with a buy-it-now function. This can be exercised by a buyer as long as no bid has been placed on the item or a minimum price has not yet been reached. eBay reserves the right to use this function

the future to change. (...)

4. In the case of fixed-price items, the buyer accepts the offer by clicking the "Buy It Now" button and then confirming. In the case of fixed-price items for which the seller has selected the "immediate payment" option, the buyer accepts the offer by clicking the "Buy It Now" button and completing the immediately following payment process. The buyer can also accept offers for several articles by placing the articles in the shopping cart (if available) and completing the immediately following payment process.

5. At auctions the buyer accepts the offer by submitting a bid. The acceptance takes place under the condition precedent that the buyer is the highest bidder after the end of the offer period. A bid expires if another buyer makes a higher bid during the offer period. (...)

6. In the event of the early termination of the offer by the seller, a contract is concluded between the latter and the highest bidder, unless the seller was entitled to withdraw the offer and delete the existing bids.

7. Buyers can only withdraw bids if there is a legitimate reason to do so. After a legitimate bid withdrawal, no contract is concluded between the user who is the highest bidder again after the auction has ended due to the bid withdrawal and the seller.

8. In certain categories the seller can add a price proposal function to his offer. The suggested price function enables buyers and sellers to negotiate the price for an item. (...)

11. If an item is deleted from eBay before the end of the offer period, no effective contract is concluded between buyer and seller. "

(4) Purchase using the "Buy It Now" or "Bid" function

Clicking the "Buy it now" or "Bid" buttons on the article pages does not lead to binding contractual declarations. Rather, you also have the option of checking your entries afterwards and correcting them using the "Back" button of the Internet browser or canceling the purchase. Only when the binding contract declaration is submitted

there is no longer this possibility. From the menu navigation of eBay when making a purchase, it is clear by which declaration you enter into a binding and by which action the contract comes about.

(5) Purchase via the shopping cart (if available)

By clicking the "Add to shopping cart" button on the article pages, the goods intended for purchase are placed in the "shopping cart". The "shopping cart" will then be displayed. You can also use the corresponding button in the navigation bar to call up the "shopping cart" and make changes there at any time. After calling up the "Continue to checkout" page and selecting or entering the delivery address and payment method, all of the order data are then displayed again on the order overview page.

If you select "PayPal" as the payment method, you will first be directed to a PayPal log-in window. After successfully registering with PayPal, you will be redirected to the order overview page on eBay.

Before submitting the order, you have the option here to check all the details again, to change them (also via the "back" function of the Internet browser) or to cancel the purchase.

By clicking the "Buy and Pay" button, you declare your legally binding acceptance of the offer, whereby the purchase contract is concluded.

(6) Purchase using the "Price proposal" function (if offered)

With the "Price proposal" function, you have the option of making us a counter offer by clicking the "Send price proposal" button on the item page, entering your price proposal on the following page, selecting the "Check price proposal" button and on the next page Confirm the button "Send price proposal" (binding

Offer). You are bound to this price proposal for 2 days. The contract is concluded when we accept your best offer.

(7) The processing of the order and the transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You must therefore ensure that the e-mail address you have stored with us is correct, that the receipt of e-mails is technically ensured and, in particular, is not prevented by SPAM filters.

§ 3 Right of Retention, Retention of Title

(1) You can only exercise a right of retention if it concerns claims from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full. (3) If you are an

entrepreneur, the following also applies:

a) We reserve title to the goods until all claims from the current business relationship have been settled in full. Pledging or security transfer is not permitted prior to the transfer of ownership of the reserved goods.

b) You can resell the goods in the ordinary course of business. In this case, you assign to us all claims in the amount of the invoice amount that you accrue from the resale, we accept the assignment. You are further to collect the claim

empowered. However, if you fail to properly meet your payment obligations, we reserve the right to collect the claim ourselves.

c) If the reserved goods are combined and mixed, we acquire joint ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.

d) We undertake to release the securities to which we are entitled at your request insofar as the realizable value of our securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released is our responsibility.

§ 4 Warranty

(1) The statutory warranty rights apply.

(2) In the case of used goods, the warranty period is one year from delivery of the goods, in deviation from the statutory provisions. The one-year warranty period does not apply to culpably caused damage attributable to us from injury to life, limb or health and grossly negligent or intentional damage or malice on the part of the provider, as well as recourse claims according to §§ 478, 479 BGB.

(3) If you are an entrepreneur, the following applies in deviation from Paragraph 1:

a) Only our own information and the manufacturer's product description are deemed to be agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer.

b) You are obliged to examine the goods immediately and with the necessary care for deviations in quality and quantity and to notify us of obvious defects in writing within 7 days of receipt of the goods; timely dispatch is sufficient to meet the deadline. This also applies to hidden defects discovered later from their discovery. In the event of a violation of the duty to examine and notify, the assertion of warranty claims is excluded.

c) In the event of defects, we guarantee, at our option, repair or replacement. If the elimination of the defect fails, you can either request a reduction in price or withdraw from the contract. The rectification of defects is deemed to have failed after an unsuccessful second attempt, unless something else arises, in particular from the nature of the item or the defect or other circumstances. In the event of repairs, we do not have to bear the increased costs that arise from the shipment of the goods to a location other than the place of performance, provided that the shipment does not correspond to the intended use of the goods.

d) The warranty period is one year from delivery of the goods. The shortened warranty period does not apply to culpably caused damage attributable to us from injury to life, limb or health and grossly negligent or intentional damage or malice, as well as recourse claims according to §§ 478, 479 BGB.

§ 5 liability

(1) We are fully liable for damage resulting from injury to life, limb or health. Furthermore, we are liable without limitation in all cases of willful intent and gross negligence, in the case of fraudulent concealment of a defect, when assuming the guarantee for the quality of the purchased item and in all other cases regulated by law.

(2) Liability for defects within the scope of the statutory warranty is based on the corresponding regulation in our customer information (Part II) and General Terms and Conditions (Part I).

(3) Insofar as essential contractual obligations are concerned, our liability in the case of slight negligence is limited to the foreseeable damage typical for the contract. Essential contractual obligations are essential obligations that arise from the nature of the contract and the violation of which would jeopardize the achievement of the purpose of the contract, as well as obligations that the contract imposes on us according to its content to achieve the purpose of the contract, the fulfillment of which make the proper execution of the contract possible in the first place and compliance with which you can regularly rely.

(4) In the event of a breach of insignificant contractual obligations, liability for slightly negligent breaches of duty is excluded.

(5) According to the current state of technology, data communication via the Internet cannot be guaranteed to be error-free and / or available at all times. In this respect, we are not liable for the constant or uninterrupted availability of the website and the services offered there.

§ 6 Choice of law, place of performance, place of jurisdiction

(1) German law applies. In the case of consumers, this choice of law only applies insofar as this does not remove the protection granted by the mandatory provisions of the law of the state in which the consumer is habitually resident (favourability principle).

(2) The place of fulfillment for all services from the business relationships with me and the place of jurisdiction is my registered office, provided that you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or habitual residence is not known at the time the action is brought. The authority to appeal to the court at another legal place of jurisdiction remains unaffected.

(3) The provisions of the UN Sales Convention expressly do not apply. § 7 Protection of minors

(1) When selling goods that are subject to the regulations of the Youth Protection Act, we only enter into contractual relationships with customers who have reached the legally prescribed minimum age.

Existing age restrictions are indicated in the respective item description.

(2) By submitting your order, you affirm that you have reached the legally required minimum age and that your details regarding your name and address are correct. You are obliged to ensure that only you or persons authorized by you to receive the delivery who have reached the legally required minimum receive the goods.

(3) Insofar as we are obliged to carry out an age check due to the statutory provisions, we instruct the logistics service provider commissioned with the delivery to only hand over the delivery to persons who have reached the legally prescribed minimum age and, in case of doubt, to obtain the identity card of the Have the goods received by the person receiving them for age control.

(4) Insofar as we state in the respective item description that you must be over the age of 18 to purchase the goods, above the legally prescribed minimum age, the above paragraphs 1-3 apply with the proviso that you are of legal age instead of the legally prescribed minimum age got to.

II. Customer information

1. Identity of the seller

Accountstore4u LLC
Sharjah Media City
Sharjah, UAE

Email: kontack@gmx.de

2. Information on the formation of the contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the correction options are carried out in accordance with Section 2 of our General Terms and Conditions (Part I.).

3. Contract language, contract text storage

3.1. Contract language is German.

3.2. We do not save the full text of the contract. Before sending the order, the contract data can be printed out or electronically saved using the browser's print function. After receipt of the order by us, the order data will be required by law

required information for distance selling contracts and the general terms and conditions will be sent to you again by email.

4. Essential characteristics of the product or service

The essential characteristics of the goods and / or services can be found in the item description and the additional information on our website.

5. Prices and payment methods

5.1. The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all taxes.

5.2. The shipping costs are not included in the purchase price. They can be called up via a correspondingly labeled button on our website or in the respective item description, are shown separately in the course of the ordering process and are to be borne by you in addition, unless free delivery has been promised.

5.3. The payment methods available to you are shown under a corresponding button on our website or in the respective item description.

5.4. Unless otherwise stated for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

6. Terms of delivery

6.1. The delivery conditions, the delivery date and any existing delivery restrictions can be found under a corresponding button on our website or in the respective item description.

Unless otherwise specified in the item description or in our delivery conditions, the goods will be delivered within 3-5 days of the conclusion of the contract (if advance payment has been agreed, however, only after the time of your payment instruction).

6.2. As far as you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the item sold during shipment is only transferred to you when the goods are handed over, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or a person otherwise appointed to carry out the shipment.

If you are an entrepreneur, delivery and dispatch are at your own risk.

7. Statutory warranty rights

7.1. The liability for defects for our goods is based on the "Warranty" provision in our General Terms and Conditions (Part I).

7.2. As a consumer, you are requested to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the freight forwarder of any complaints as soon as possible. If you fail to do so, this has no effect on your statutory warranty claims.

Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

- To Accountstore4u LLC, Sharjah Media City, Sharjah, UAE, email address: kontakt@gmx.de :

- I / we (*) hereby revoke the contract concluded by me / us (*) for the purchase of the following goods (*) /

the provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of the consumer (s)

- Address of the consumer (s)

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

- date

(*) Delete where inapplicable.

Data protection

Welcome to our eBay pages!

We attach great importance to the protection of your data and the protection of your privacy. In the following, we therefore inform you about the collection and use of personal data when using our eBay pages.

Anonymous data collection

You can visit our eBay pages without giving any information about yourself. We do not save any personal data in this context.

Collection, processing and use of personal data

Cancellation policy: Right of cancellation: You have the right to cancel this contract within one month without giving any reason. The cancellation period is one month from the day - on which you or a third party named by you, who is not the carrier, has taken possession of the goods, provided that you have ordered one or more goods as part of a single order and this is or will be delivered uniformly; - on which you or a third party named by you, who is not the carrier, has or has taken possession of the last goods, provided that you have ordered several goods as part of a single order and these are delivered separately; - on which you or a third party named by you, who is not the carrier, has or has taken possession of the last partial shipment or the last piece, if you have ordered goods that are delivered in several partial shipments or pieces; To exercise your right of withdrawal, you must contact me (Accountstore4u LLC, Sharjah Media City, Sharjah, UAE, telephone number: 02372/9672292, email address:kontack@gmx.de) by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired. Consequences of revocation: If you revoke this contract, we will give you all the payments that we have received from you, including delivery costs (with the exception of the additional costs that result from the fact that you use a different type of delivery than the one we offer, have chosen the cheapest standard delivery), to be repaid immediately and at the latest within fourteen days from the day, on which we received the notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse repayment until we have received the goods back or until you have provided evidence that you have sent the goods back, whichever is earlier. You have to return or hand over the goods to us immediately and in any case no later than fourteen days from the date on which you informed us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods. You have to for any

Loss of value of the goods only arise if this loss of value is due to handling of the goods that is not necessary to check the nature, properties and functionality of the goods. Reasons for exclusion or expiry: The right of withdrawal does not apply to contracts - for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer; -for the delivery of goods that can spoil quickly or whose expiry date would quickly be exceeded; - for the delivery of newspapers, magazines or magazines with the exception of subscription contracts. The right of withdrawal expires prematurely in the case of contracts - for the delivery of sealed goods, which, for reasons of health protection or hygiene, are not suitable for return if their seal has been removed after delivery; - for the delivery of goods if they were inseparably mixed with other goods after delivery due to their nature; - for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery. You can find the sample cancellation form in the appendix to our General - for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery. You can find the sample cancellation form in the appendix to our General

Terms and conditions / customer information. Platform of the EU Commission for online

Dispute resolution: <http://ec.europa.eu/consumers/odr>