

## General Terms and Conditions of 64keys Media GmbH as the operator of the website www.geniusreport.net

### 1. What these terms and conditions pertain to

These terms and conditions apply to all services provided by 64keys Media GmbH as part of the web services of www.geniusreport.net. All of our services are subject to these terms and conditions. They apply regardless of whether they are provided to businesses or consumers.

### 2. When does this contract take effect

The contract between you — the customer, and us — 64keys Media GmbH, takes effect by filling in, checking, and confirming the corresponding purchase information and through clicking on the button "Purchase", as well as through the payment by you and the delivery of the product "GeniusReport" from us via e-mail.

The ordering process can be carried out in German or English. Also the "GeniusReport" is available in German and in English. Regardless of which language you complete the checkout process in, you can download and use both language versions.

The inclusion of the customer's terms and conditions, which differ from these terms and conditions, will be rejected, unless specifically recognized by 64keys Media GmbH.

### 3. „GeniusReport-Compact" service free of charge

We reserve the right to discontinue this free service — even without prior notice — to no longer offer it, or to no longer offer it free of charge.

### 4. Privacy

We take the issue of privacy very seriously and only store information that we really need for the correct execution of the purchase process or for tax reasons. We have summarized all the information regarding privacy in the Privacy Policy.

### 5. Prices and VAT

All prices are quoted in Euros €, the applicable sales tax is included.

### 6. Terms of payment

All payments shall be made via the following services: Paypal, credit card payment with Mastercard or Visa or „eps/giropay“. The payment method „eps/giropay“ is not available in all countries. We do not sell on invoice.

### 7. Right of withdrawal

Conditions:

According to the Consumer Protection Act, you have the basic right to cancel a contract within fourteen days without giving reasons.

As the GeniusReport is personalised by entering personal birth dates, the GeniusReport is created individually and therefore this right of withdrawal does not apply to the GeniusReport. If you have entered the wrong date of birth, this is not our responsibility. Please make sure that you have entered all your details correctly, otherwise you will get something that you cannot really use, but will still have to pay for.

If you find that you have entered something incorrectly, please email us at [support@geniusreport.net](mailto:support@geniusreport.net). If it is not a habit and it is easy for us to fix, we will try to be accommodating. However, we cannot give you any legal entitlement to such a solution.

## 8. Delivery and delivery time

The dispatch of your GeniusReport is automatically done by our server, usually within a few minutes, but no later than within 24 hours of your order being placed. Since the delivery of the product is via e-mail, you yourself are liable for entering the correct e-mail address when ordering and also for locating the delivery email in your mailbox.

Especially when it has landed in the wrong folder due to a spam filter. If you do not receive a delivery email from us within 24 hours please write a short email to [support@geniusreport.net](mailto:support@geniusreport.net).

We will then resend the GeniusReport to you as quickly as possible. To the address from which you are writing us the email. Then it should arrive safely.

The e-mail to you does not contain any files, but rather the links to the PDF files of your Report. You can download these PDFs whenever and as often as you wish. We guarantee the validity of these links for a period of 12 months after placing your order. In order for you to use these links beyond this period of guaranteed validity, we plan to make these links permanently valid.

## 9. Usage of the GeniusReport

The texts and calculation algorithms in each GeniusReport are protected by a copyright. You can, of course, do whatever you wish to with your own GeniusReport. Send it via e-mail, post it on your website or elsewhere on the internet, or on social media (Facebook, etc.). We do not want to restrict you in this respect, you have paid for your GeniusReport and it is yours. The same applies for the Compact GeniusReport which is free of charge. If you have had a GeniusReport created for another person, whose data you have, you should of course get consent from the person concerned if you wish to use or distribute their Report. Each GeniusReport belongs to the person whose data it is based on, and only that person may use and distribute it, and may decide who is at liberty to use it.

If you are having a GeniusReport created for employees or applicants, we assume that these people have agreed to it, or you have asked for their permission. That is covered by fairness and the privacy policy. You will be held accountable for related privacy breaches.

## 10. Limitation of liability

All claims for damages against us, regardless of the legal reasons, are precluded. You are held accountable for the correct entry of data and the correct use of our products and services. We are not liable for misuse of the GeniusReport to you or any third party.

A refund, due to erroneously or fraudulently filled out data by you, does not exist. We are also not liable if the content of the GeniusReport does not correspond with what you would like it to. But we do guarantee that we have created the GeniusReport correctly with the data that you have entered.

## 11. Place of execution, jurisdiction, and applicable law

Place of execution and jurisdiction is the head office of 64keys Media GmbH. Austrian law applies.

If you do not agree with these terms and conditions, please do not order anything from us. If you agree, please click on the relevant tick mark before you order. You cannot order without clicking on the check mark.