

Terms and Conditions (GTC)

1. Scope

1.1. These terms and conditions (" GTC ") and under clause ... controlled withdrawal rights and cancellation consequences apply to all orders (contracts) made in our online shop - unless expressly agreed otherwise - between the seller and buyer (consumer). This applies regardless of whether such a contract is completed online through our website www.spyshop.info or ordered through our website and picked up at the company headquarters. For legal transactions with companies apply also the provisions and regulations in Section II.

1.2. Consumer

A consumer is any natural person who concludes a legal transaction for purposes which can not be assigned neither for commercial occupation nor for his/ her independent, self-employed professional activity.

1.3. Entrepreneur

An entrepreneur is a natural or legal person or a legal partnership capable of holding rights and having legal capacity, in concluding a legal transaction in exercise of their commercial or self-employed independent professional activity and for whom the part of the business belongs to the company of her/ his enterprise.

1.4. By submitting of the declaration of agreement (see para ...)by the customer, the customer accepts these Terms and Conditions. Contracts are only possible on such terms and preconditions. Diverging, conflicting, limiting or supplementary terms and conditions and customer regulations we have to agree explicitly, so that they become part of the contract in the individual case. In particular, contract actions are not considered by us as acceptance of any deviation from our Terms and Conditions.

1.5 .In several, temporally spaced contracts is the time of the contractual statement (see para ...) applicable by the customer and published by us or by the unhinged version of the GTC become part of each contract. Several contracts with a particular customer justify without the explicitly written agreement of a framework agreement neither a continuing obligation, nor any other claim or title to re- signing a purchase contract.

1.6. Conclusion of the contract

1.6.1 . The presentation of our products on our website is not an offer in the legal sense. The offer is made in each case solely by the client as described in point 1.5.2 .

1.6.2. On our website the customer's offer is made by the purchasing order of the article. The offer of the customer is by clicking on the button "commit to buy" binding for the customer. (For details please refer to para 3. Order Transaction) Please note that the customer gets a separate receipt after receiving her/ his order with our special acknowledgment. Such a confirmation does not constitute the acceptance of the offer. Our assumption is defined through a separate, written sent order confirmation transmitted within a reasonable time, or by actual delivery of the ordered product(s) . Under a reasonable period of time is to be understood the time not exceeding more than..... working days. We are also entitled to accept orders only in part or reject orders without giving reasons. Should you not receive a message, despite having entered a valid email address, please contact us at 007@spyshop.info.

2. Registration on the website, website access

2.1. Before the first order the customer has to register on the website

2.2. The customer needs to be at least 18 years old and fully capable to contract sui juris. By submitting the registration form the customer confirms the correctness of the information provided, in particular her/his name , her/his age , her/his full legal capacity and her/his address.

2.3. As new user you can log in by typing a user name that does not have to be identical with your name, you set a password in addition. Now please click on < Register>. Then you enter your name, optionally a nickname, your email address (for order confirmations) and a password. Subsequently you get into your account. Here you can add and complete all data like for example the billing address or a different delivery address.

2.4. The customer is responsible for maintaining the confidentiality and secrecy of the access code. We can only check whether an access code matches to the properly unlocked and activated customer authorization. Any further obligation to check is not our concern. Any person who has logged in to the website with the clients' matching access code is deemed to be authorized to place legally effective orders for the registered customer. We recommend to change the password regularly.

2.5. We do not have any responsibility for the uninterrupted functioning of the website. We are entitled at any time, also without notice, to carry out work on the website that also implicates the shutdown / interruption of the website. We are also not obliged to provide a specific server capacity, so that you have to expect overloads and longer response time.

3. Ordering Process

3.1. The customer can initially place our products in the shopping cart without obligation and correct the data before sending the binding order any time by utilizing the explicated support and amendment tools offered during the ordering process.

3.2. The contract is concluded when the customer clicks the purchase button "Commit to Buy" –with clicking the customer accepts the offer of the goods which are in the shopping cart.

3.3. Immediately after sending of the order the customer receives a further confirmation by e -mail.

4. Prices, Delivery Costs and Shipping

4.1 .The prices listed on the website are consumer prices with VAT included. Any additional freight, delivery, shipping or other costs we indicate to the consumer before issuing the offer to the extent these costs can be calculated reasonably in advance.

4.2. For an order for goods exceeding the amount of EUR 200.00 there are no delivery or shipping costs.

4.3. The customer has the possibility to pick up the goods at " Spyshop Georg Krasser, Franziska Fast Gasse, 1220 Vienna, Austria." The collection takes place by appointment only.

4.4. We do not deliver to packing stations.

5. Terms of Payment

5.1. Unless otherwise agreed in written form our bills outstanding have to be paid before handing over the ordered products completely and without deduction. A payment of the purchase price when buying through our website is possible by means of the following methods of payment:

- Advance Invoice: If this payment method is chosen we send the customer our bank details in the order confirmation and deliver the goods after incoming payments to the customer.
- Cash on Delivery: If this payment method is selected, we deliver the goods to the customer. The customer receives the goods handed over if the entire purchase price was paid without deduction plus a fee of EUR 5.00 to the deliverer.
- Paypal: If this method of payment is chosen the customer pays the invoice amount to the online supplier Paypal. For the necessary registration at the online supplier Paypal, the customer has to take own responsibility
- INSTANT Transfer: When choosing this payment we receive directly a referral credit or payment confirmation of the SOFORT GmbH. The purchase amount will be credited immediately to our bank account
- During INSTANT Transfer a pre-filled form is opened at the end of the ordering process, which already includes our bank data.
- The customer must now select the country in which her/his online banking account is situated and the bank code has to be entered.
- The customer is now in the protected login area
- By the means of online banking credentials the customer logs in.
- After this the customer is asked for a TAN.
- By entering the TAN the order is confirmed.
- The customer then receives a confirmation of the transaction.
Note: Instant transfer is not yet available in a few banks. For more information if the bank supports this service, please visit: www.sofort.com/ger-DE/general/fuer-kaeuffer/fragen-und-antworten/
- Cash: When you select this payment method, the customer pays the purchase price when picking up the goods at "Spyshop Georg Krasser, Franziska Fast Gasse , 1220 Vienna , Austria"
- ATM / credit card: The customer has the option only when the goods are collected at "Spyshop Georg Krasser, Franziska Fast Gasse, 1220 Vienna, Austria " to pay with both debit and credit card.

6. Delivery

6.1. The delivery (posting by us) through an online purchase is made - provided that the goods are in stock and that there aren't any different notes on the website - within 4-5 business days after acceptance of the order by email or receipt of the order acceptance by factual delivery (point 1.5.2). The choice of the carrier is made by us at our discretion, but without any responsibility for the choice of the fastest and cheapest dispatch.

6.2. The delivery time is prolonged by the duration of the obstruction by autonomous circumstances that are out of control of the parties' intention, such as cases of force majeure, unforeseeable operational disturbances, official interventions, transport and customs clearance, transport damage, the committee of important production and labor disputes.

6.3. Delivery is carried out to the delivery address provided by the customer. Any additional costs caused by an incorrect delivery address caused by the customer have to be paid by the customer.

6.4. Transport Damage

6.4.1. Consumer:

If goods are delivered with obvious transport damages, the customer has to make a complaint about such mistakes to the deliverer immediately and also has to contact us at once. The failure of making a complaint or of contacting us has for legal claims and their enforcement, especially the warranty rights, no consequences for the customer. With the immediate submitting of the complaint and contacting us, the customer will help us to make our own claims against the carrier (transport company) or the transport insurance quickly

§ 7b KSchG applies mutatis mutandis: The risk of loss or damage of the goods only passes over to the consumer, as soon as the goods are delivered to the consumer or to a certain third party, different from the carrier. When the consumer has concluded the contract of transport by her- or himself, without choosing an option proposed by the contractor, the risk is already transferred upon handing-over of the goods to the carrier. Unless otherwise agreed the consumer acquires at the same time with the transfer of risk, also the ownership of the goods.

6.4.2. Entrepreneurs:

The risk of accidental loss and accidental deterioration passes to the entrepreneur as buyer as soon as we have handed over the purchased item to the forwarding agent (transport company), the carrier or otherwise delivered or transferred to a certain person or institution for executing the dispatch.

§ 377 UGB applies mutatis mutandis: (1) If the purchase is for both parties a company-related business, the buyer has to notify to the seller all defects of the goods delivered that she/he has found or should have found in a correct course of business after delivery by investigation within a reasonable time. (2) If the buyer fails to notify us, she/ he can not plead any claims (§§ 922 ff. ABGB), for damages due to the defect itself (§ 933a para 2 ABGB) as well as of a mistake about the the object being free of defects (§§ 871 f. ABGB). (3) If such a defect appears later, it has also to be notified within a reasonable time; otherwise the buyer is unable also in consideration of the defect to enforce those claims marked in para 2. (4) to maintain the rights of the buyer the timely sending of the notification is sufficient; This applies even then when the notification is not received by the seller. (5) The seller can not rely on that provision, if the buyer proves that the seller has caused the defect intentionally or grossly negligent or has concealed it.

7. Cancellation and withdrawal rights and consequences for consumers by FAGG (7.1. until 7.8.) respectively the Consumer Protection Act (7.9.)

7.1. If the customer is a consumer in terms of the Consumer Protection Act and she/he has concluded the contract based on these GTC either as a distance contract or outside of our business premises (and is the price to be paid in the last case more than EUR 50), the customer can withdraw until the end of the deadline mentioned in point 7.2. without giving reasons and without explanation. This does not apply to the exceptional cases regulated in point 7.8. For the cancellation the customer must give a distinct explanation (for example with mail registered letter, fax or e- mail) of her/his decision to withdraw from this contract. The withdrawal is, however, not bound to any particular form. But the customer has to be aware that the cancellation must be received by us in order to become effective. The customer can use the attached model withdrawal form from here .

7.2 The withdrawal period is as follows:

7.2.1 For sales contracts and other acquisition against payment contracts they may, within 14 days from the day on which the consumer or a named representative third party named by the consumer, other than the carrier, has attained possession of the goods respectively the last consignment in part respectively the lastly delivered goods (§ 11 para 2 No 2 letter a) to c) FAGG).

7.2.2 For contracts about the regular delivery of goods during a specified period of time, the deadline is 14 days beginning from the day when the consumer or a named representative third party named by the consumer, other than the carrier, acquires the material possession of the goods delivered first.

7.2.3 In contracts about the supply of not stored on a tangible medium of digital content (such as e-books) - unless the exception to the right of withdrawal right according to point 6.8.11 is applied - the time limit is within 14 days from the date of contract.

7.2.4 The withdrawal period according to point 7.2.1 to 7.2.4 has been observed if the cancellation is sent within the time limit. Please note, however, that the revocation must be received by us in order to be effective (the risk in the case of postal or electronic communication (fax, email) is yours (the consumers').

7.3 If we have failed our duty to inform according to § 4 para 1 Z 8 FAGG, then the withdrawal period is extended by twelve months. If we comply with our information requirements within this period, the withdrawal period ends 14 days after the date on which the consumer receives that information.

7.4 If the consumer withdraws from the contract, we have to refund all payments that we have received from the customer, including the costs of delivery (with the exception of the additional costs arising from the fact that the consumer chose a type of delivery other than that low priced standard delivery offered by us), and immediately repay within 14 days from the date on which the notification of withdrawal of the contract has been received by us. For this refunding we use the same means of payment that the consumer has used in the original transaction, unless something else has been explicitly agreed on. In no case the consumer will be charged fees for this refunding. For sales contracts or other on the acquisition for consideration of a product aligned contracts, we may withhold reimbursement until we either get the goods back, or the consumer has supplied evidence about the return of the goods, provided that we have not offered to collect the goods ourselves.

7.5 The consumer has to send back or hand over the goods immediately and in any case not later than 14 days from the date on which the consumer informs us about the notification of withdrawal of the contract. The deadline is met when the consumer sends back the goods before the deadline of 14 days. The consumer bears the direct cost of the returning if we have previously informed the consumer about the obligation to pay the costs for the return. The consumer only has to pay for any diminished value of the goods, when the value loss is traced back due to examining the condition and nature, characteristics and functioning of the goods because of unnecessary or negligent handling by the consumer. However, the consumer is not liable in any case for the diminished value of the goods if the consumer has not been informed by us about the right of withdrawal.

7.6 If the consumer withdraws from a contract for the delivery of digital contents which is not stored on a tangible data medium (such as e-books) - unless the exception about the right of withdrawal referred to in point 7.7.5 comes to the application, the consumer doesn't have any payment obligation for services that have already been adduced by the entrepreneur.

7.7. The consumer in accordance with § 18 para 1 FAGG doesn't have any right of withdrawal on the conclusion of contracts about:

7.7.1. Goods that are produced according to customer specifications or goods clearly tailored to personal needs

7.7.2. Goods that are delivered sealed and are not suitable for reasons of health or hygiene reasons for return, provided that the goods were unsealed after delivery

7.7.3. Goods which have been mixed after delivery inseparably with other goods due to their nature,

7.7.4. Audio or video recordings or computer software, which are delivered in a sealed package, provided that they were unsealed after delivery

7.7.5. the delivery of digital contents not stored on a physical data carrier when the entrepreneur— with explicit approval of the consumer, conjoined with her/his notice of the loss of the right of withdrawal with untimely beginning with the contract fulfilment and after provision of an executed copy or confirmation according to § 5 para 2 or § 7 para 3 – still before the withdrawal deadline after § 11 started with the delivery.

7.8.1. If the agreed remuneration amounts less than 50 EUR, the withdrawal right is entitled to the customer according to § 3 KSchG as follows: If the consumer has issued the contract declaration neither in from the entrepreneur for his business purposes permanently used rooms nor in one stand or stall used by the entrepreneur on a trade fair or market, she/he can withdraw from the contract application or from the contract. This withdrawal can be announced from the realisation of the contract or afterwards within 14 days. The validity period of this time limit begins with the handing over of a document which contains at least the name and the address of the entrepreneur which contains the information necessary for the identification of the contract as well as an instruction about the withdrawal right, the withdrawal deadline and the process manner for the exercise of the withdrawal to the consumer, at the earliest, nevertheless, with the realisation of the contract, with bills of sale about goods with that day, in which the consumer attains the possession of the product. If the handing over of such a document has ceased, the consumer is entitled the withdrawal right for a period of twelve months and 14 days from completion of the contract respectively goods delivery; if the entrepreneur makes up for the handing over of the document within twelve months from the commencement of the term, the extended withdrawal time ends 14 days after the point in time at which the consumer receives the document.

7.8.2. In this case, for the exercise of the right of withdrawal, the provisions of the points 7.4 and 7.5. mentioned above, apply. In this case the sample form can be used for the cancellation.

7.8.3. The withdrawal right is not entitled to the consumer if she/he her/himself has initiated the business connection with the entrepreneur or her/his representatives for the purpose of the conclusion of this contract if no discussions have led the way of the realisation of the contract between the partners or their representatives or with contracts with which the mutual achievements are to be produced immediately, if they are usually concluded by entrepreneurs beyond their offices and the agreed remuneration does not exceed 25 Euros, or if the enterprise is not pursued after its nature in permanent offices and the remuneration does not exceed 50 Euros, with contracts which are subject to the away business and remote business law (in this case the withdrawal right exists according to point 7.1 to 7.7. mentioned above) or with the contract declarations which the consumer has emitted in physical absence of the entrepreneur, unless the consumer has been pushed to this by the entrepreneur.

8. Title Retention

8.1 All the goods delivered by us stay in our property until we have received full payment of all our claims.

8.2 The customer is obliged to handle the goods with care during the period of retention of title. The consumer has to inform us immediately of any third party access to the goods, in particular of law enforcement measures, as well as damage or destruction of the goods. The customer has to compensate us in the existence of fault all damages and costs that incurred on the goods by a breach of these obligations and from necessary intervention measures against the access by third parties on the goods.

9. Warranty

9.1. In reference to consumers in case of defects of the goods the statutory warranty provisions (§8 KSchG) apply. No case of warranty provisions exists for damage caused by improper use or handling of the product. The same applies to common wear and tear.

9.2. The product images on the website and / or in our folders can differ in size and color from the appearance of the delivered products due to decomposition. The delivered goods are regarded as specified in the contract when they correspond to the other product specification.

9.3. If the customer is a consumer under the meaning of the Consumer Protection Act (KSchG), she/he has to check the goods immediately after delivery and receipt about completeness, correctness and other faultlessness, in particular about the integrity of the packaging, and contact us per email under 007@spyshop.info to report possible defects by e-mail and also give a brief description. This serves only for the rapid and effective processing of any notifications of defects. A breach of this obligation does not restrict the statutory warranty rights of the consumer.

9.4. If we demand a return of the goods to us from the customer and the goods are actually defective, we bear the costs. Otherwise, any costs of shipment are to be paid by the consumer. Defective goods must therefore be only sent back on our specific request.

9.5. Information about any applicable additional guarantees and the exact conditions can be found at each product description and on specific information pages in the WebShop.

9.6. The customer service is available weekdays from 09:00 to 17:00 by telephone.

10. Liability

10.1. We are liable for damages under the statutory provisions. Liability for slight negligence inflicted damage is excluded. This limitation does not apply to damages resulting from injury to life, limb or health of people and for claims under the Product Liability Act.

11. Data protection, change of address

11. 1. The personal data announced to us by the customer within the scope of the business connection as for example name, address, e-mail, phone number as well as address of delivery are stored by us and are processed. We use the data within the scope of the legal authorisation to execute the order. By activating the small box about the data protection provisions, the customer explicitly agrees that personal data announced in the course of the completion of the contract (like name, address, e-mail, phone number as well as address of delivery) are recorded and processed also for own marketing purposes and therefore in particular for the sending of promotional purposes by SMS and e-mail according to §107 TKG. An exceeding dissemination of personal data to third parties does not take place. Both approvals can be revoked – also apart from each other – at any time (i.e. by mail to 007@spyshop.info). Our company makes within the scope of the legal regulations of §10 DSG 2000 use of the possibility of a service provider's use who has committed her/himself to the observance of the duties according to §11 DSG. Data are not transmitted or left to neither by our

company, nor by our partners (service providers), to receivers who have the offices outside of the European economic area. We are obliged to the observance of the data safeguarding measures (§14 DSGVO) and the data secret (§15 DSGVO).

11.2. The customer is obligated to notify us of any changes in her/his residential or business address and contact information during an existing business relationship immediately. If the customer fails to do so, declarations are presumed to be received if they have been sent to the last known address announced by the customer.

12. Court of Jurisdiction, Applicable Law , Miscellaneous

12.1. Court of Jurisdiction for all disputes from this contract is the local and factual responsible court for CODE / TOWN, except in accordance with cases according to 11.2. Our authorization to call in this case another court responsible for the customer remains thereof unaffected.

12.2. If our customer is a consumer and has at the time the contract was concluded the domicile or the habitual abode in Austria or if she/he is employed in the inland, for a lawsuit against the consumer only the jurisdiction of the Court can be justified in which administrative district the domicile, the habitual abode or the place of employment are located.

If the customer is a consumer and at the time of the completion of the contract is resident in another EU member state or has the habitual abode there and we exercise in the member state of the EU in whose sovereign territory the consumer has the abode, a professional or commercial activity or straighten it on this member state or on several states, including this member state, and the contract is part of this activity, the claim of the consumer can also be elated before the court of the place in which the consumer has the abode; the claim against the consumer can only be elated before the courts of the member state in whose sovereign territory the consumer has the abode.

12.3. The substantive law of the Republic of Austria is exclusively applicable with the exclusion of the reference provisions and the UN purchase right. With consumers this legal choice is only valid in this respect, as compelling regulations of the right of the state in which she/he has the habitual abode, are not displaced.

12.4. On-line settlement of disputes, complaints procedure

12.4.1. If the customer is a citizen of an EU member state she/he has the possibility of an on-line settlement of disputes according to article 14 para 1 ODR-VO. For this the platform for the on-line settlement of disputes (OS of the European Commission: <http://ec.europa.eu/consumers/odr/>) is available for the customer.

12.4.2. If the customer is an Austrian citizen we are committed to participate in a dispute settlement procedure of the Internet Ombudsman.

www.ombudsmann.at
Internet Ombudsman
Margaretenstraße 70/2/10
A-1050 Wien

More information about the types of procedures can be found on www.ombudsmann.at or in the method guidelines:

Method guidelines of the Internet Ombudsman for alternative dispute resolution by the AStG (AStG - arbitration process)

http://www.ombudsmann.at/media/file/67.Richtlinien_Internet_Ombudsmann_AStG-Verfahren.pdf

Guidelines for the conciliation procedure with the Internet ombudsman outside the scope of the AStG (standard procedure)

https://secure.ombudsmann.at/media/file/66.Richtlinien_Internet_Ombudsmann_Standard-Verfahren.pdf

12.5. Should individual provisions of these GTC be invalid in whole or partially, this does not affect the validity of the remaining provisions and the contracts concluded on this basis. The wholly or partly ineffective regulation is replaced exclusively for contracts with entrepreneurs through a regulation which comes as close as possible to the sense and purpose of the invalid provision

SECTION II - Entrepreneur Business

If a contract is finalized with an entrepreneur, the following deviating provisions also apply besides

II/1 Warranty:

If the customer is an entrepreneur, she/he has to check the delivered product upon receipt for completeness, correctness and other being free of defects, in particular the intactness of the packaging. By presentation of defects she/he has to give notification of defects within an adequate period, at the latest however, four working days upon receipt of the product by e-mail to 007@spyshop.info. Later recognizable defects are to be notified immediately, at the latest within four working days after perceptibility. If the entrepreneur did not notify any defects within the period allowed for examination and sending notice of a defect or deficiency, the delivery is valid as approved and all claims are cancelled with it like i.e. warranty, avoidance on account of mistake or compensation because of a later maintained divergence or defect (§377 UGB). This is also valid concerning any wrong deliveries or divergences of the quantity delivered.

If the customer is an entrepreneur, we have exclusive choice of legal remedy to eliminate a timely notice of defect. We are free also to convert the agreement immediately.

If the customer is an entrepreneur, she/he has to pay the costs for returning the goods for improvement respectively for the exchange.

II/2 Liability

10. 2. Customers who are entrepreneurs have to prove the presentation of intention or coarse carelessness and to assert compensation claims within one year from transfer of perils. The otherwise agreed regulations contained in these Terms and Conditions (GTC) about compensation are also valid if the compensation claim is asserted beside or instead of a warranty claim.

10. 3. If the customer is an entrepreneur, possible recourse demands are excluded for the purposes of §12 of the product liability law, unless, the recourse beneficiary proves that the mistake was caused in our sphere and that it was caused at least roughly negligently.

II/3 retention bans, compensation and retention of title

Justified complaints do not entitle the customers who are entrepreneurs to the restraint of the invoice amount. The compensation of maintained counterclaims against the remuneration demand is not allowed, as far as we do not agree to this expressly and clearly.

8.3. We reserve the right of property of the goods until full payment of all claims from an ongoing business relationship

8.3.1. The customer is allowed to resell the goods subject to retention of title in the regular course of business

8.3.2. All arising arrears out of this resale are assigned to us in advance, in the amount of the invoice (our bill), regardless of a connection or mixing of the conditional goods with a new thing and we accept this assignment

II / 4 Choice of Law; Place of Fulfillment and Jurisdiction

Austrian Law is coercively mandatorily applied excluding the referral rules and the UN Sales Convention. Place of fulfillment is CODE / TOWN. For disputes arising from or about legal transactions underlying these GTC the exclusive jurisdiction of the District Court for Commercial Matters or the Commercial Court Vienna Inner City is agreed. This according to the amount in dispute.