

General terms and conditions with customer information & information on data protection

A. Terms and Conditions with Customer Information

1) Scope

1.1 These General Terms and Conditions (hereinafter referred to as General Terms and Conditions) of mShop24 (hereinafter referred to as Seller) apply to all contracts for the delivery of goods that a consumer or entrepreneur (hereinafter referred to as Customer) enters into with the Seller regarding the terms and conditions specified by the Seller on the Internet trading platform eBid (hereinafter referred to as eBid). The inclusion of the customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 A consumer within the meaning of these General Terms and Conditions is any natural person who concludes a legal transaction for purposes that cannot be predominantly attributed to either their commercial or independent professional activity.

1.3 An entrepreneur within the meaning of these General Terms and Conditions is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

2) Conclusion of contract

2.1 The conclusion of the contract with eBid is governed by Section 7 of the General Terms and Conditions for the Use of the German eBid Services:

2.1.1 Auction format / Buy It Now function

If the seller places an item in auction format on eBid, he is making a binding offer to conclude a contract for this item. He determines a starting price and a deadline within which the offer can be accepted (offer duration). If the seller sets a minimum price in the auction format, the offer is subject to the suspensive condition that the minimum price is reached.

The customer accepts the offer by submitting a bid. To do this, the customer first enters the amount of their maximum offer in the input field provided on the seller's offer page and then goes through the further steps specified by eBid.

Finally, the customer clicks on the "Confirm bid" button. The acceptance takes place under the

suspensive condition that the customer is the highest bidder after the offer period has expired. A bid will expire if another buyer submits a higher bid during the offer period. If the seller terminates the offer prematurely, a contract is concluded between the seller and the highest bidder, unless the seller was entitled to withdraw the offer and delete the existing bids.

The seller can also add a buy-it-now function to offers in auction format. This can be exercised by the customer as long as no bid has been placed on the item or a minimum price has not yet been reached. The customer accepts the offer by clicking the "Buy Now" button and then confirming it. If the shopping cart function is also available for the offer, the customer can also accept the offer by placing the item in the shopping cart and completing the immediately subsequent payment process. The customer can choose whether to log into their existing eBid account to place the order, whether to create a new eBid account for the order or whether to carry out the order without logging in to eBid as a "guest". Finally, the customer clicks on the "Buy" button or - when ordering as a "guest" and/or when ordering via the shopping cart function - on the "Buy and pay" button.

2.1.2 Fixed price format

If the seller places an item on eBid in a fixed price format, he is making a binding offer to conclude a contract for this item. The customer accepts the offer by clicking the "Buy Now" button and then confirming it. For fixed-price offers where the seller has selected the "immediate payment" option, the customer accepts the offer by clicking the "Buy Now" button and completing the immediately subsequent payment process. If the shopping cart function is also available for the offer, the customer can also accept the offer by placing the item in the shopping cart and completing the immediately subsequent payment process. The customer can choose whether to log into their existing eBid account to place the order, whether to create a new eBid account for the order or whether to carry out the order without logging in to eBid as a "guest".

Finally, the customer clicks on the "Buy" button or - when ordering as a "guest" and/or when ordering via the shopping cart function - on the "Buy and pay" button.

2.1.3 "Offer to losing bidder" procedure

The customer first receives an email from eBid with the subject "Offer to unsuccessful bidders". In the message sent to them, the customer either clicks on the "View article" button or on the "Reply now" button and then goes through the further steps specified by eBid. Finally, the customer clicks on the "Buy" button, thereby accepting the seller's offer.

2.1.4 "Price Proposal" procedure

If the "Suggest price" button is displayed in the seller's offer, the customer can suggest to the seller a price at which he would buy the item. On the seller's offer page, the customer first clicks on the "Suggest price" button and then goes through the further steps specified by eBid. Finally, the customer clicks on the "Send price proposal" button. The seller can immediately accept the customer's price proposal,

reject or reconsider immediately, i.e. accept, reject or reject with a counterproposal within the maximum 48 hour period displayed on the page. If the seller rejects the price suggestion, the customer can submit a new price suggestion by clicking on the "Send new price suggestion" button. If the seller rejects the price proposal with a counter-proposal, the customer can accept or reject the counter-proposal within the maximum period of 48 hours shown on the page by clicking on the "Accept price proposal" button or reject the counter-proposal by clicking on "Send counter-proposal". "clicks.

In the latter case, the aforementioned steps must be repeated.

2.2 The contract text is saved by the seller and sent to the customer in text form (e.g. e-mail, fax or letter) after the contract has been concluded, along with these general terms and conditions and customer information. The seller will not make the contract text available beyond this. In addition, the contract text is archived at eBid and can be accessed free of charge by the customer at www.mshop.de.cool for a period of 90 days after conclusion of the contract, providing the corresponding item number. To display the item page with the contract text, the customer can enter the associated item number in the search field on the eBid home page and click on the Find button.

2.3 In all of the above procedures, the customer can recognize, check and correct his entries as follows:

After clicking the input button (e.g. suggest bidding, check , Buy it now , Add to Cart , Price price suggestion or send new price suggestion), the customer can check his entries again on the following confirmation pages. If he would like to correct his entries, he can either go back to the eBid item page by clicking the back button on his browser or cancel the process by closing the browser window and access the eBid item page again later. The desired corrections can then be made using the usual keyboard and mouse functions in the corresponding input fields.

2.4 Only German is available for concluding the contract.

3) Right of withdrawal

3.1 Information on the right of withdrawal can be found in the seller's cancellation policy.

3.2 The right of withdrawal does not apply to consumers who do not belong to a member state of the European Union at the time the contract is concluded and whose sole place of residence and delivery address is outside the European Union at the time the contract is concluded.

4) Prices and payment terms

4.1 The prices stated by the seller are total prices and include statutory sales tax. Any additional delivery and shipping costs that may arise will be stated separately in the respective product description.

4.2 For deliveries to countries outside the European Union, additional costs may arise in individual cases for which the seller is not responsible and which must be borne by the customer. These include, for example, costs for transferring money through credit institutions (e.g. transfer fees, exchange rate fees) or import duties or taxes (e.g. customs duties). Such costs may arise in relation to the money transfer even if the delivery does not take place to a country outside the European Union but the customer makes the payment from a country outside the European Union.

4.3 The payment option(s) will be communicated to the customer on the seller's item page on eBid.

5) Delivery and shipping conditions

5.1 If the seller offers to ship the goods, delivery will take place within the delivery area specified by the seller to the delivery address specified by the customer, unless otherwise agreed. When processing the transaction, the delivery address provided by the customer on eBid is decisive. Deviating from this, if you select the PayPal payment method, the delivery address provided by the customer with PayPal at the time of payment is decisive.

5.2 If delivery of the goods fails for reasons for which the customer is responsible, the customer shall bear the reasonable costs incurred by the seller as a result. This does not apply with regard to the shipping costs if the customer effectively exercises his right of cancellation. If the customer effectively exercises the right of cancellation, the return shipping costs will be subject to the provisions set out in the seller's cancellation policy.

5.3 If the customer acts as an entrepreneur, the risk of accidental loss and accidental deterioration of the goods sold passes to the customer as soon as the seller has delivered the item to the freight forwarder, the freight carrier or the person or institution otherwise designated to carry out the shipment. If the customer acts as a consumer, the risk of accidental loss and accidental deterioration of the goods sold is generally only transferred when the goods are handed over to the customer or a person authorized to receive them. Different

The risk of accidental loss and accidental deterioration of the goods sold, even in the case of consumers, passes to the customer as soon as the seller has delivered the item to the freight forwarder, the freight carrier or the person or institution otherwise designated to carry out the shipment, if the customer The freight forwarder, the freight carrier or the other person or institution designated to carry out the shipment has been commissioned to carry out the shipment and the seller has not previously named this person or institution to the customer.

5.4 The seller reserves the right to withdraw from the contract in the event of incorrect or improper delivery. This only applies in the event that the non-delivery is not the fault of the seller and the seller has taken due care to provide a specific one

has concluded a cover transaction with the supplier. The seller will make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately and the consideration will be refunded immediately.

5.5 If the seller offers the goods for collection, the customer can collect the ordered goods within the business hours specified by the seller at the address specified by the seller. In this case, no shipping costs will be charged.

6) Retention of title

If the seller makes advance payments, he reserves ownership of the delivered goods until the purchase price owed has been paid in full.

7) Liability for defects (warranty)

7.1 Unless otherwise stated in the following regulations, the provisions of statutory liability for defects apply. Deviating from this, the following applies to contracts for the delivery of goods:

7.2 If the customer acts as an entrepreneur,

- the seller has the choice of the type of supplementary performance;
- For new goods, the limitation period for defects is one year from delivery of the goods;
- In the case of used goods, rights and claims due to defects are excluded;
- the statute of limitations does not begin again if a replacement delivery is made within the scope of liability for defects.

7.3 The limitations of liability and shortening of deadlines regulated above do not apply

- for claims for damages and reimbursement of expenses by the customer,
- in the event that the seller fraudulently concealed the defect,
- for goods that have been used for a building in accordance with their normal use and have caused the building to be defective,
- for any obligation of the seller to provide updates for digital products, in contracts for the delivery of goods with digital elements.

7.4 Furthermore, for entrepreneurs, the statutory limitation periods for any existing legal recourse claim remain unaffected.

7.5 If the customer acts as a merchant within the meaning of § 1 HGB, he is subject to the commercial obligation to investigate and report complaints in accordance with § 377 HGB. If the customer fails to comply with the reporting obligations regulated there, the goods are deemed to have been approved.

7.6 If the customer acts as a consumer, he is asked to complain to the deliverer about delivered goods with obvious transport damage and to inform the seller of this.

If the customer does not comply with this, this will have no impact on his legal or contractual claims for defects.

8) Return policy

8.1 According to the right of objection, we grant the return of the item within the specified time.

8.2. When returning, we pay attention to damage, errors and the correct serial number of the article.

8.3. Items that are returned with a detached label (mostly item numbers or serial numbers) will not be accepted.

8.4 Opening the packaging seal represents a loss of value and will be calculated with a reduction in value of 25% of the sales value.

8.5 Goods that are not labeled as new goods are not prefabricated goods (e.g. Mainboards, displays etc.)

8.6 If it is determined that a serial number or label has been falsified, we will interpret this as an attempted fraud. This will be pursued with legal action.

9) Applicable Law

9.1 The law of the Federal Republic of Germany applies to all legal relationships between the parties, excluding the laws on the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his or her habitual residence.

9.2 Furthermore, with regard to the statutory right of withdrawal, this choice of law does not apply to consumers who do not belong to a member state of the European Union at the time the contract is concluded and whose sole place of residence and delivery address is outside the European Union at the time the contract is concluded.

10) Place of jurisdiction

If the customer acts as a merchant, a legal entity under public law or a special fund under public law based in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the seller's place of business. If the customer is based outside the territory of the Federal Republic of Germany, the seller's place of business is the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the customer's professional or commercial activity. In the above cases, however, the seller is in any case entitled to appeal to the court at the customer's registered office.

11) Alternative Dispute Resolution

The seller is neither obliged nor willing to take part in a dispute resolution procedure before a consumer arbitration board.

B. Information on data protection

1) Information about the collection of personal data and contact details of the person responsible

1.1 Below we will inform you about how your personal data is handled when you use our eBid website. Personal data is all data with which you can be personally identified.

1.2 The person responsible for data processing within the meaning of the General Data Protection Regulation (GDPR) is Maik Zorn - Alte Poststr. 8 04575 Neukieritzsch, Germany, Tel.: +49 [0] 3434 284 9798 - Email: info@maik-zorn-it-service.de. The person responsible for the processing of personal data is the natural or legal person who, alone or jointly with others, decides on the purposes and means of processing personal data.

2) Contact us

When you contact us, personal data may be collected, which we store and use in accordance with Article 6 (1) (f) GDPR exclusively because of our legitimate interest in answering your request. For contract-related inquiries, the additional legal basis for data processing is Article 6 (1) (b) GDPR.

3) Use of your data for direct advertising

If you subscribe to our newsletter as a registered eBid member, you give us your consent to use your personal data in accordance with Art. 6 Para. 1 lit. a GDPR. By registering for the newsletter, you will automatically include us as a "saved seller" in your "My eBid" settings. You can unsubscribe from the newsletter at any time by deleting us as a saved seller in your "My eBid" settings. Your email address will then be immediately deleted from the newsletter distribution list, unless we are legally permitted to use your data further in individual cases.

4) Data processing for order processing

4.1 To the extent necessary for the delivery of the goods, we will pass on your personal data to the transport company commissioned with the delivery as part of the contract processing in accordance with Art. 6 Para. 1 lit. b GDPR.

If we owe you updates for goods with digital elements or for digital products on the basis of a corresponding contract, we will process the contact details you provided when ordering (name, address, email address) in order to provide you with our legal information obligations in accordance with Art. 6 Para 1 lit. Your contact details will be used strictly for the purpose of communicating updates owed by us and will only be processed by us for this purpose to the extent that this is necessary for the respective information.

We will inform you explicitly below about the processing of your data by the payment service provider(s) you can select from eBid.

4.2 When paying via PayPal, credit card via PayPal, direct debit via PayPal or - if offered - purchase on account or "payment in installments" via PayPal, your payment details will be sent to PayPal (Europe) Sarl et Cie, SCA, 22-24 Boulevard as part of the payment processing Royal, L-2449 Luxembourg (hereinafter PayPal). The transfer takes place in accordance with Art. 6 Para. 1 lit. b GDPR and only to the extent that this is necessary for payment processing.

For further data protection information, please see PayPal's data protection declaration: <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>

5) Rights of the person concerned

5.1 The applicable data protection law grants you comprehensive data subject rights (rights of information and rights of intervention) vis-à-vis the person responsible regarding the processing of your personal data, which we will inform you about below:

- Right to information in accordance with Art. 15 GDPR;
- Right to rectification in accordance with Art. 16 GDPR;
- Right to deletion in accordance with Art. 17 GDPR;
- Right to restriction of processing in accordance with Art. 18 GDPR;
- Right to information in accordance with Art. 19 GDPR;
- Right to data portability in accordance with Art. 20 GDPR;
- Right to revoke consent given in accordance with Art. 7 Para. 3 GDPR;
- Right to complain in accordance with Art. 77 GDPR.

5.2 RIGHT TO OBJECT

IF WE PROCESS YOUR PERSONAL DATA AS PART OF A BALANCE OF INTERESTS BASED ON OUR OVERWHELMING LEGITIMATE INTEREST, YOU HAVE THE RIGHT AT ANY TIME TO OBJECT TO THIS PROCESSING WITH EFFECT FOR THE FUTURE FOR REASONS ARISING FROM YOUR PARTICULAR SITUATION.

IF YOU USE YOUR RIGHT TO OBJECT, WE WILL STOP PROCESSING AFFECTED DATA. HOWEVER, FURTHER PROCESSING IS RESERVED IF WE CAN PROVE COMPLEX REASONS FOR THE PROCESSING THAT ARE DESIGNED TO BE PROTECTED, WHICH OUTWEIGH YOUR INTERESTS, FUNDAMENTAL RIGHTS AND FUNDAMENTAL FREEDOMS, OR IF THE PROCESSING SERVES THE ASSERTMENT, EXERCISE OR DEFENSE OF LEGAL CLAIMS.

YOUR PERSONAL DATA WILL BE PROCESSED BY US FOR DIRECT ADVERTISING
YOU HAVE THE RIGHT TO OBJECT TO THE PROCESSING OF YOU AT ANY TIME INCLUDING SUCH PERSONAL DATA FOR THE PURPOSE OF SUCH ADVERTISING.
YOU MAY EXERCISE YOUR OPT-OUT AS DESCRIBED ABOVE.

IF YOU USE YOUR RIGHT TO OBJECT, WE WILL STOP PROCESSING DATA AFFECTED FOR DIRECT ADVERTISING PURPOSES.

6) Duration of storage of personal data

The duration of storage of personal data is determined based on the respective legal basis, the purpose of processing and, if necessary, the respective legal retention period.

When processing personal data on the basis of express consent in accordance with Article 6 (1) (a) GDPR, this data will be stored until the person concerned revokes their consent.

If there are statutory retention periods for data that are processed within the framework of legal or transaction-like obligations on the basis of Art. 6 Para. 1 lit and/or we have no legitimate interest in further storage.

When processing personal data on the basis of Article 6 Paragraph 1 Letter f of the GDPR, this data will be stored until the data subject exercises his or her right to object in accordance with Article 21 Paragraph 1 of the GDPR, unless we can provide compelling legitimate reasons provide evidence for the processing that outweighs the interests, rights and freedoms of the data subject, or that Processing serves to assert, exercise or defend legal claims.

When processing personal data for the purpose of direct advertising on the basis of Article 6 Paragraph 1 Letter f of the GDPR, this data will be stored until the person concerned exercises their right to object in accordance with Article 21 Paragraph 2 of the GDPR.

Furthermore, stored personal data will be deleted when they are no longer necessary for the purposes for which they were collected or otherwise processed.

7) Reference to the eBid privacy policy

The eBid platform is responsible for all further data processing that goes beyond the data processing described above. Further information about eBid's data protection can be found here: https://www.ebid.net/de/help_register.php#faq-19

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