Terms & Conditions

by JAM Software GmbH for online-orders

The following supply and sales conditions govern the business relationship between JAM Software GmbH, Am Wissenschaftspark 26, 54296 Trier - referred to in the following as JAM Software - and the customer for online-orders. For customers in Germany the German version of our terms and conditions is binding.*Coverage*

The following terms and conditions apply to the business relations between JAM Software and the customer in the version at the time the order was placed. Deviating regulations are not recognized by JAM Software unless they have written confirmation by JAM Software.

Conclusion of contract, revocation

The contract between JAM Software and the customer is concluded as soon as the customer confirms intention to purchase by processing the payment or sending the signed form and when JAM Software confirms the order by the delivery of goods or login details via email. All objects of purchase remain property of JAM Software until full payment is received.

Instructions on withdrawal

This cancellation policy applies to any order of digital content on the websites www.jam-software.de, www.jam-software.com, and www.jamsoft.net

Consumers as defined by German revocation law (§ 355 BGB, does not apply to business customers) have the right of withdrawal.

Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period will expire after fourteen (14) days from the day on which you entered the contract.

To exercise the right of withdrawal, you must inform us,

JAM Software GmbH
Am Wissenschaftspark 26
54296 Trier
Germany
Managing Director: Joachim Marder
VAT ID: DE234825349
Commercial register number: HRB 4920 (AG Wittlich)
Tel: +49-651-145653-0
Fax: +49-651-145653-29
E-Mail: info2@jam-software.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter send by post, a fax or an email). You may use the attached model withdrawal form, but it is not obligatory. To meet the deadline for withdrawal, it is sufficient for you to send your message concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this contract. We will carry out this reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

End of the instructions on withdrawal

This cancellation policy applies to any order goods sent in one shipment on the websites www.jam-software.de, www.jam-software.com, and www.jamsoft.net

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agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
You shall send back the goods or hand them over to us, without undue delay and in any event not later than fourteen (14) days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
We will bear the cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

End of the instructions on withdrawal

Liability

The application of products purchased from JAM Software is strictly forbidden if people may be harmed when the products fail.

Updates & Support

After purchase, updates and support are free of charge within the selected support period. The licensed software and the associated license keys are only available for download in our customer area during this period. For the perpetual licenses with maintenance the software may be used indefinitely regardless of the support period. If the support period has expired and the update authorization has expired, it is possible to purchase an extension at a reduced price in our customer area within 3 months. An interruption in maintenance does not result in the license expiring. Support will be provided during our business hours within the selected support period. JAM Software provides technical support and manuals in German and English language only.

Closing Provisions

Choice of law, place of fulfillment and jurisdiction

The law of the Federal Republic of Germany applies, the UN sales law is excluded.

For consumers entering the contract not for business or professional reasons, the local laws apply only if the protection they guarantee is not overruled by local laws of the consumer's place of residence.

If the customer is a businessman or a legal entity of either public law or a special public fund, Trier, Germany, shall be the solely place of jurisdiction for all disputes arising from the contractual relationship.

The same rule applies if a customer has no general place of jurisdiction within the Federal Republic of Germany, or changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany, or his place of residence is not known by the time the complaint is filed. This is subject to the proviso that JAM Software GmbH can also take legal action against the customer at any other legal place of jurisdiction.

License Agreement

The license agreement shown at installation of our software applies to all software as well. The licensing rules complement these terms and conditions. If terms and conditions and license agreement contradict each other, the license agreement applies.

Self-Promotion

Unless the customer objects, JAM Software GmbH may use the customer's company logo as a reference on its own homepage.