General Terms and Conditions

Validity of general terms and conditions (GTC)

Unless expressly agreed otherwise, our General Terms and Conditions, of which the contractual partner has been informed, shall apply.

Should individual parts of these GTC be or become invalid, this shall not affect the binding nature of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision which comes as close as possible to the meaning and purpose of the invalid provision.

Conclusion of contract

In the event of the conclusion of a contract, the contract shall be concluded between the Purchaser and

Martin Mohr
Rembrandtweg 2
6845 Hohenems
Austria

e-mail: office@ridingdata.eu
Phone: +43(0)664 2200727

GISA (trade number): 30288638 and 36195930
Business owner: Martin Mohr

The binding order is placed by the following steps on the website www.RidingData.eu:

- Click on the menu item "Order”
- Select the desired package (term, number of computers) via the button "to the Order Form".
- Fill in the order form, the required fields are marked with an asterisk (*).
- Read and accept the General Terms and Conditions (GTC) by clicking the corresponding checkbox.
- Clicking the "send binding order" button

By clicking the button "send binding order", the contract is concluded.

Martin Mohr confirms receipt of the order immediately by an automatically generated e-mail ("Order Confirmation"). The GTC accepted by the Purchaser are attached as a PDF document.

The current GTC can be viewed at www.RidingData.eu.

Subject matter of the contract

The subject matter of the contract is the licence to use the "RidingData" software. For that, the Purchaser will receive an electronic licence key (code) with which the "RidingData" software can be used on the number of computers specified in the ordered package and for the term specified in the ordered package without functional restrictions.

Contract term

The term begins with the conclusion of the contract, unless an extension has been ordered. The term ends after the duration specified in the package.

In the case of extensions of existing contracts, the term of the existing contract is extended by the package term selected by the Purchaser.

Delivery

Delivery of the licence key shall be made exclusively in electronic form to the e-mail address provided by the Purchaser in the order form.

The licence key must be entered and activated by the Purchaser in the start view of the "RidingData" software. The corresponding input fields are marked.

The Purchaser is responsible for downloading and installing the "RidingData" software from the website www.RidingData.eu.

After conclusion of the contract, a provisional licence key will automatically be sent to the Purchaser at the e-mail address provided by the Purchaser in the order form. This key will activate the full use of the "RidingData" software for 14 days. After receipt of payment on the account of Martin Mohr, the final licence key will be sent to the purchaser by e-mail within 3 working days.

Product test

The software "RidingData" can be downloaded from the website www.RidingData.eu and installed on suitable systems. Information on suitable systems (requirements) can be found on the website. When the software is started for the first time, a 21-day test phase begins once per computer. During this test period, the purchaser can test whether the "RidingData" software meets his or her requirements before placing a binding order.

The functional limitations during the test phase are shown to the user in the start view of the software "RidingData".

Prices and terms of payment

The prices shown on the website www.RidingData.eu are net prices, i.e. excluding VAT. For private individuals, the VAT of the country specified in the order form is added. Details will be shown on the invoice.

The Purchaser shall have 14 days after conclusion of the contract to transfer the invoice amount without deductions and free of charges to the bank account of Martin Mohr stated in the invoice.

If payment is not made on time, Martin Mohr reserves the right to withdraw from the contract.

Waiver of liability

RidingData is a software for the administration, presentation and analysis of data. The user uses RidingData at his own risk and the entire risk arising from the use of RidingData remains with the user. This applies not only to damages arising from or in connection with the use of RidingData. The user also bears sole responsibility under civil and criminal law for all third-party damage caused by him in connection with the use of RidingData.

The user therefore expressly waives any claims against Martin Mohr for damages incurring to him or third parties arising from or in connection with the use of RidingData by the user.

The term "Martin Mohr" includes, in addition to the aforementioned, his employees and agents.

The waiver of liability also applies to the interpretation of the potentials presented in the comparison of data sets and their implementation by the user. These are his sole responsibility.

The user is aware that the benchmark data provided by RidingData are such of professional racers who have built up their skills over many years. The risk of imitation is borne solely by the user.

The user must be clear that when importing data into „RidingData" the data will be processed internally and the results depend on the quality of the imported data. The user is responsible for the quality and accuracy of the data he imports. Any liability of Martin Mohr for damages resulting from imported data is excluded.

Information on exercising the right of withdrawal / Cancellation policy

Right of withdrawal
As a consumer you have the right to cancel the contract within fourteen days without giving any reason.

The 14-day revocation period begins with the conclusion of the contract.

In order to exercise your right of withdrawal, you must contact

Martin Mohr
Rembrandtweg 2
A-6845 Hohenems
Austria
E-mail: office@ridingdata.eu
Tel.: +43 (0)664 2200727

by means of a clear declaration (e.g. in a letter sent by post or by e-mail) of your decision to revoke the contract. You can use the enclosed standard cancellation form for this purpose.

If you make use of this option, Martin Mohr will send you confirmation of receipt of such revocation without delay (e.g. by e-mail).

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the revocation period.

Consequences of the revocation
If you withdraw from this contract, Martin Mohr must return to you all payments in connection with the contract that he has have received from you without delay and at the latest within fourteen days of the day on which he received notification of your withdrawal from this contract. For this repayment, Martin Mohr will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no case will you be charged for this repayment.

Standard cancellation form
If you wish to cancel the contract, please fill in this form and return it by post or e-mail

-To

Martin Mohr
Rembrandtweg 2
A-6845 Hohenems
Austria
E-mail: office@RidingData.eu

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 in case of paper communication)

-Date

(*) Delete where not applicable.

Governing law, place of jurisdiction

The contract shall be governed by Austrian law.

For all disputes arising from or in connection with this contract, the exclusive jurisdiction of the court at the registered office of Martin Mohr is agreed, unless otherwise stipulated by mandatory law. However, Martin Mohr is entitled to bring an action before any other competent court.