

## Terms and conditions of c.a.t.forge Andreas Fritz for licensing the software

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### 0) Preamble

**CatGrab** is a **c.a.t.forge Andreas Fritz** product. It is designed for private, non-commercial use. The functions are optimised for the private digital photography management sector. The licensing of the software is subject to the following conditions.

### I) Subject of the contract

The subject of the contract is **CatGrab** software.

The software is available in three versions (Small Edition, Large Edition, Professional Edition) exclusively to download to a computer. It cannot be transferred to a data storage medium. The purpose of the software is to transfer image files between digital cameras or their storage medium, and a computer, and to subsequently manage the files on the computer. Further information about the nature, scope of services and approved field of application can be found in the user's manual/software documentation (<http://www.catgrab.eu/pages/en/download.php>).

The user's manual/software documentation and installation instructions are available only in electronic form for the customer to download.

### II) Conclusion of the contract

By confirming the chosen version of **CatGrab** software in the "buy" section, the customer submits an offer to purchase this version of CatGrab. **c.a.t.forge Andreas Fritz** accepts this offer by authorising the download procedure. The customer must pay for the software before the download can be approved. See section VI "Payment" for more information about the payment procedure.

### III) Cancellation policy

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#### Cancellation Policy

#### 1) Cancellation right

You are entitled to cancel this contract within a period of one month, either in writing (e.g. letter, fax, e-mail) or by returning the product, without giving reason. The cancellation period starts on the day following receipt of this instruction and the product. The deadline for cancellation shall be observed if the notice of cancellation has been sent back in time, or the

product returned. The cancellation notice shall be addressed to c.a.t.forge, A. Fritz, Nostitzstr. 19, 10961 Berlin, or you can use our online contact form at [http://www.catgrab.eu/pages/en/legal\\_information/contact.php](http://www.catgrab.eu/pages/en/legal_information/contact.php) .

## 2) Consequences of Cancellation

In the case of an effective cancellation, mutually rendered services will be refunded and any capitalised use (e.g. benefits obtained) is to be returned.

Since you can only obtain **CatGrab** as an Internet download, the right to revocation in accordance with § 312 d Section 4 BGB (the German Civil Code) **no longer applies**.

## 3) Trial version

A trial version of **Catgrab** is also available. This allows you to test the main functions on your system before deciding to purchase .

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## IV) System requirements

The software can be used with the following operating systems:

- Microsoft Windows Vista
- Microsoft Windows 2000
- Microsoft Windows XP
- Mac OS X/Intell 10.3.9 and later
- Linux

The following system requirements must be complied with, depending on the operating system:

Mac OS X/Intell and Windows:

- Min. 20 MB available hard disk space

Linux:

- Min. 20 MB available hard disk space
- Python Interpreter (version described in the software documentation)

The customer shall ensure that his computer system meets these requirements. In case of doubt, he shall seek clarification from the manufacturer concerned.

## V) Download/installation:

The customer is aware that the quality of Internet access and data traffic depends on downstream data lines, over which c.a.t.forge **Andreas Fritz** has no influence and which it is unable to guarantee.

The customer shall install the software himself on completion of successful download. The software has an installation assistant, which automates the installation routines. To avoid installation errors, we strongly recommend the standard installation routine.

## VI) Rights of use

The customer has, a simple, non-transferable, unlimited right to use the software for the purpose described in this contract. § 17 II UrhG (German Copyright Law) remains unaffected.

## VII) Payment

The right of use is granted subject to payment. The prices in force at the time of downloading apply.

The customer shall pay for the software using one of the following two payment systems:

- Paypal

Rights and obligations from the contract underlying the software license exist only between **c.a.t.forge Andreas Fritz** and the customer.

Registration is generally required to use the payment system. The registration process requires the gathering, storing and processing of personal data, referred to as user data, which is needed to complete and invoice your software purchase. In the event of performance problems, this data can be imparted to **c.a.t.forge Andreas Fritz** within the terms of the contractual relationship. For further information about these procedures or the payment process, please go to:

- <http://www.catgrab.eu/pages/en/buy.php>
- <https://www.paypal.com> (Paypal)

### **VIII) Complaints**

If the customer has a legitimate complaint, he initially has only the right to demand supplementary performance within a reasonable period. **c.a.t.forge Andreas Fritz** shall choose whether to remedy the defect or supply replacement software. The customer's legitimate interests are taken into account.

If the repair fails or cannot be performed for other reasons, the customer is then entitled to reduce the purchase price, cancel the contract and/or demand compensation/reimbursement of expenses, in accordance with the provision of law.

The customer shall exercise his right to choose within a reasonable period of time. Fourteen days generally constitutes a reasonable period of time.

The customer is responsible for performing regular and essential data back-ups. No liability will be accepted for damages relating to a breach of this responsibility to back up data.

### **IX) Customer's obligations:**

Trial versions of the software are available for different operating systems to enable the user to test the functionality in specific applications. The customer is advised to make use of this service if possible. The customer shall test the software using his own backed-up test data. Please refer to the information about the approved applications, and in addition the system requirements in the user's manual.

Berlin, January 2009