

General Terms and Conditions with Customer Information

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1. Validity of the GTC

- a. The following General Terms and Conditions (hereinafter referred to as "GTC") shall apply exclusively to the business relationship between LICIA, Felicia Eisenhut, Wehrastraße 7, 76199 Karlsruhe, Germany (hereinafter referred to as "Vendor") and the purchaser, who is hereinafter referred to as

"Customer", of the Vendor's products, goods and services (hereinafter referred to as "Products" or "Goods").

- b. Deviating terms and conditions of the Customer shall not be accepted, even if the Vendor fulfils his/her contractual obligations without objection, unless the Vendor expressly agrees to the validity of the Customer's deviating terms and conditions.
- c. A "Consumer" within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that are predominantly neither attributable to his commercial nor to his independent professional activity.
- d. "Entrepreneur" within the meaning of the GTC is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity.

2. Contact and service details

- 1. Please note the following information about the availability of our customer service.
 - a. E-mail address: info@licia-music.com
 - b. Phone number: +49 721 49972386

3. General Information on Offers and Orders

- a. The presentation of the products in the shop, on websites and in digital printed brochures or catalogues or comparable product presentations of the Vendor does not constitute a legally binding offer, but an invitation to place an order and thus the offer of the Customer.
- b. Customers are responsible for ensuring that the details they provide are accurate and for notifying any changes to the Vendor if they are necessary for the Vendor's fulfilment of the contract. In particular, Customers are responsible for ensuring that the e-mail and delivery addresses they provide are accurate and that any obstructions to receipt for which Customers are responsible are taken into account accordingly (e.g. by checking the spam folder of the email software used).
- c. Customers are requested to carefully read and observe the instructions during the ordering process and, if necessary, to use the available support

functions of their software and hardware (e.g. magnification or read-aloud functions). Required information will be appropriately identified as such by the Seller for the Customers (e.g. by optical highlighting and/or asterisk signs). Until the order is submitted, the Customers can change and view the product selection and their entries at any time, as well as go back in the ordering process or cancel the ordering process altogether. For this purpose, the Customers can use the available and common functions of their software and/or end device (e.g. the forward and back buttons of the browser or keyboard, mouse and gesture functions on mobile devices). Furthermore, unwanted entries can be corrected by canceling the ordering process.

4. Ordering Process and Conclusion of Contract

- a. The Customer can select from the products offered in the Vendor's assortment to the Customer and collect them in a so-called shopping basket. In the selection within the shopping basket, the product selection can be changed, e.g. deleted. Otherwise, the customer can initiate the completion of the order process.
- b. By clicking on the button that concludes the ordering process, the Customer makes a binding offer to the Vendor to purchase the products in the shopping basket.
- c. The Vendor may accept the Customer's offer within five days (hereinafter referred to as the "Acceptance Period"). The Acceptance Period begins with the completion of the order process by the Customer. The Acceptance Period begins with the completion of the order process by the Customer (in the store, or if used and named, on the platform used or by means of other communication channels) and ends with the expiry of its last day. The Vendor may accept the Customer's offer by means of an explicit acceptance of the offer, also by e-mail. Acceptance may also be affected by dispatch of the goods and their receipt by the Customer within the Acceptance Period, as well as by a request for payment addressed by the Vendor to the Customer and at the latest by the completion of the payment process. In the event of several acceptance events, the earliest acceptance date shall be decisive. If the Vendor does not accept the Customer's offer within the Acceptance Period, no contract shall be concluded and the Customer shall no longer be bound by his/her offer.

5. Contract Text and Contract Language

- a. The Vendor saves the text of the contract and makes it available to the Customers in text form (e.g. by e-mail or printed with the delivery of the order). The Customer can print the text of the contract before submitting the order to the Vendor by using the print function of his browser or the save function for web pages in the last step of the ordering process.
- b. The contractual language is English, contracts can be concluded in this language.

6. Prices and Shipping Costs

- a. All prices are final prices. The seller is subject to the sales tax small business regulation and therefore does not specify sales tax, or VAT.
- b. The delivery and shipping charges incurred in addition to the sales price will be notified or linked to the Customer in the respective product description and before the order is completed.
- c. In the case of a delivery to countries outside the European Union or the European Economic Area, additional taxes (e.g. import duties) or costs (e.g. bank charges) may be incurred. These expenses are not paid by the Vendor, but are to be paid by the Customer to the appropriate tax or customs authorities. The Vendor recommends that the Customer obtain information on possible further costs from the competent authorities and on the basis of the national regulations that apply to the Customer
- d. Information page with details of delivery and shipping costs:
<https://licia-music.com/delivery/>

7. Payment Methods and Terms

- a. Unless otherwise agreed, payments shall be made without discounts, reductions or other rebates.
- b. When using financial institutions and other payment service providers, the terms and conditions and data protection information of the payment service providers also apply with regard to payment. Customers are requested to

observe these regulations and notes as well as information within the framework of the payment process. This is particularly because the provision of payment methods or the course of the payment procedure may also depend on the agreements between the Customer and financial institutions and payment service providers (e.g. agreed spending limits, location-restricted payment options, verification procedures, etc.).

- c. The Customer shall ensure that the Customer fulfills the conditions incumbent upon the Customer, which are necessary for successful payment by means of the selected payment method. This includes, in particular, sufficient coverage of bank and other payment accounts, registration, legitimation and authorization with payment services and confirmation of transactions.
- d. If a payment is not made or reversed due to insufficient funds in the Customer's account, the provision of incorrect bank details or an unjustified objection by the Customer, then the Customer shall bear the fees incurred as a result, provided that the Customer is responsible for the failed or reversed booking and, in the case of a SEPA credit transfer, was informed of the transfer in good time (so-called "pre-notification").
- e. If the Vendor assigns its payment claim against the Customer to payment service providers, the payment with debt-discharging effect can only be made to the respective payment service provider. The contractual obligations of the Vendor towards the Customer, in particular the performance and warranty obligations, observance of withdrawals as well as contractual ancillary obligations shall not be affected by the assignment.
- f. Information page with details of the available payment options:
<https://licia-music.com/payment/>
- g. SEPA Direct Debit - By placing the order, the Customer grants the Vendor a SEPA direct debit mandate. By issuing the SEPA direct debit mandate, the Vendor is authorised to initiate the payment transaction, whereby the Customer's bank account is automatically debited. The Customer will be informed of the date on which the bank account will be debited (referred to as "Pre-Notification"). The Pre-Notification is not bound by form and can, for example, take the form of an invoice, details in an e-mail, on a website or be included in GTCs. The period of notice of the date on which the bank account is to be debited is 5 days (referred to as the "Pre-Notification Period"). The invoice amount is due after the direct debit mandate has been issued, but not before the Pre-Notification Period has expired. The account shall be debited before shipment of the goods but not before the expiry of the Pre-Notification Period.
- h. Credit card payment - When placing an order, Customers provide their credit card details. The Customer's credit card will be charged immediately after

completion of the order and after the Customer's authorisation as the legitimate cardholder.

- i. PayPal - The payment is made through the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal") by means of the type of PayPal payment provided by the seller or selected by Customers. Customers are redirected directly to PayPal at the end of the order process. The terms of use of PayPal apply, which can be viewed at <https://www.paypal.com/uk/webapps/mpp/ua/legalhub-full> and will be communicated to the Customer during the payment process.
- j. In the context of the "PayPal Checkout payment method, the Vendor may use third party payment service providers for the purpose of payment processing. The following information applies to PayPal or the respective named third party payment service providers (collectively referred to as "Checkout payment service providers"). The terms and conditions of the Checkout Payment Service Provider communicated to the Customer shall apply. If the Vendor offers a purchase on account or payment by installments via the Checkout payment service provider, the Vendor reserves the right that a prerequisite of the payment method is a successful check of the address and creditworthiness of the customer by the Checkout payment service provider. The Vendor assigns the payment to the Checkout payment service provider. A debt-discharging payment can only be made to the Checkout payment service provider in accordance with the conditions and the selected, or stated, payment term of the Checkout payment service provider. In the event of payment by means of a SEPA direct debit mandate, the Customer shall issue a SEPA direct debit mandate to the Checkout payment service provider. By issuing the SEPA direct debit mandate, the Checkout payment service provider is authorized to initiate the payment transaction, which automatically debits the Customer's bank account. The Customer will be informed about the date of debiting the bank account (referred to as "Pre-Notification").
- k. Google Pay - The use of Google Pay requires registration for this payment method. The payment transaction is carried out based on the conditions of Google Pay, which are also communicated to the Customer during the ordering process. Further information: <https://pay.google.com>.
- l. Apple Pay - The use of Apple Pay requires registration for this payment method. The payment transaction is carried out based on the conditions of Apple Pay, which are also communicated to the Customer during the ordering process. Further information and conditions: <https://www.apple.com/apple-pay/>.
- m. Stripe - The use of Stripe may require registration for this payment method, depending on the selected payment methods. The payment transaction is

carried out on the basis of Stripe's terms and conditions, which are also communicated to the Customer during the ordering process. Further information and conditions: <https://stripe.com/de>.

- n. Costs incurred by reminders of due receivables will be charged to the Customers. The Customers have the right to prove no, or lower costs.
- o. The Vendor shall be entitled to claim default interest in the statutory amount and other consequences determined by law from the defaulting Customers in the event of default in payment. The Customer's obligation to pay interest on arrears shall not preclude the Vendor from asserting further claims for damages caused by default. Damages for default include costs of legal enforcement, such as costs for legal advice, dunning proceedings or debt collection.

8. Purchase on account

If the Vendor performs in advance, the delivered products shall remain the property of the Vendor until payment has been made in full.

9. Delivery, Availability of Goods

- a. The ordered goods will be delivered to the specified delivery address, unless otherwise agreed.
- b. If a payment service provider is used with whom a delivery address is deposited and this delivery address is notified to the Vendor as being decisive for the ordered delivery through the use of the means of payment by the Customer, the goods shall be delivered to the deviating delivery address.
- c. Furthermore, delivery by means of a freight carrier can only be made if the requirements for the freight carrier delivery communicated to the Customer within the scope of the product description or the ordering process can be fulfilled.
- d. If a delivery of goods fails for reasons for which the Customer is responsible, the Customer shall bear the reasonable costs incurred for the outward and return shipment. Insofar as the costs arise from the exercise of the right of withdrawal for consumers, the aforementioned obligation to bear the costs shall only apply to the costs of sending the goods there, while the regulations in the instructions on withdrawal shall apply to the costs of returning the goods.

- e. Should the delivery of the goods fail through the fault of the Customer despite three attempts at delivery, the Vendor may withdraw from the contract. Any payments made will be refunded to the Customer without delay.
- f. If the ordered product is not available because the Vendor is not supplied with this product by its supplier through no fault of its own, in particular with regard to securing the supply and a possible as well as reasonable effort on its part, the Vendor may withdraw from the contract. If no comparable product is available or if the Customer does not wish a comparable product to be delivered, the Vendor shall immediately reimburse the Customer for any payments already made.
- g. Customers are requested to report obvious transport damage as soon as possible to the transport company or carrier or otherwise to notify us of the transport damage. This does not create any obligation for Customers who are consumers, the non-notification does not limit the legal rights of the Customer, in particular the warranty and revocation rights as well as the enforcement of these rights.

10. Digital Contents

- a. "Digital Contents" is content such as software, video as well as audio content, e-books or apps if it is provided digitally, e.g. as a download or stream (i.e. not delivered on data carriers such as CDs or Blu-Rays).
- b. The provisions of these GTC apply accordingly to the sale of Digital Content.
- c. The provisions of these GTC shall apply accordingly to the sale of tangible media that serve exclusively as carriers of digital content.
- d. Digital Contents are provided to the Customer in the form of a download possibility.
- e. Digital content is delivered to the buyer in the form of a continuous stream of data, referred to as a "Streaming".
- f. Digital content is sent to the Customer by e-mail to the e-mail address provided.
- g. The Vendor is entitled to subsequently adapt and change Digital Contents, provided that this is necessary for the Vendor (e.g. updates of a technical nature, corrections of a linguistic nature or compelling legal reasons which make an adaptation of contents necessary) and is reasonable for the Customer and the contractual use of the Products as well as the contractual

equity are not impaired.

- h. The Customer will be informed expressly and with reasonable advance notice before the possibility of accessing the purchased Digital Content expires.
- i. For the use of the Digital Content, access to the Internet as well as common and usual display options that are reasonable for the Customer (e.g. a browser or PDF display software) are required. The Vendor assumes no responsibility for any impediments to accessing or retrieving Digital Content if such impediments are the responsibility of the Purchaser (this applies in particular to the Purchaser's access to the Internet).

11. Sale of Tickets

- a. These GTC apply accordingly to the sale of tickets.
- b. The Customer will be provided with the possibility to download the ordered tickets.
- c. The ordered tickets will be sent to the Customer at the e-mail address provided.
- d. The ordered tickets will be sent to the Customer by postal mail to the specified delivery address.
- e. With the tickets, the Customer acquires the rights embodied in the tickets in accordance with the product description to participate in the named events. Unless otherwise agreed, participation is based on a legal relationship established with the event organisers on the basis of their terms and conditions and the Vendor does not become a contractual partner or otherwise obligated under this legal relationship. The respective organiser is responsible for the event.

12. Copyright and Rights of Use

- a. The products sold by the Vendor are protected by intellectual property rights (in particular trademark and copyright). The rights of use and exploitation are held by the Vendor or the respective rights holders. Customers commit themselves to recognize and comply with these property rights.
- b. The rights granted are limited to private use purposes and do not include

business or corporate use.

- c. If the Vendor performs in advance, the granting of the rights of use to the Customer shall only be provisional and shall only become effective when the Customer has paid the complete purchase price of the relevant Goods.

13. Instructions on Withdrawal

- a. The information on the right of withdrawal for Consumers can be found in the Vendor's instructions on withdrawal.
- b. The right of withdrawal does not apply to Consumers whose domicile, habitual residence or delivery address at the time of conclusion of the contract and delivery is outside a Member State of the European Union (EU) or the European Economic Area (EEA) and who do not belong to any of these Member States.
- c. Customers can access the Vendor's instructions on withdrawal at the following Internet address: <https://licia-music.com/cancellation-policy/>

14. Warranty and Liability

- a. Subject to the following provisions, the warranty (statutory liability for defects) shall be determined in accordance with statutory provisions.
- b. The Vendor may limit the warranty in the case of Customers who are consumers if it has specifically informed the Customers thereof and the limitation of the warranty is expressly and separately agreed and this agreement is provided to the Customer on a durable medium.
- c. The Vendor shall not be liable for the Customer's Internet connection or the software and hardware used by the Customer or any disruptions caused by them to the conclusion or performance of the contract between the Customer and the Vendor.
- d. The Vendor shall be liable for damages without limitation insofar as the cause of the damage is based on intent or gross negligence. Furthermore, the Vendor shall be liable for the slightly negligent breach of essential obligations, the breach of which endangers the achievement of the purpose of the contract, for the breach of obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the

compliance with which the customer regularly relies (cardinal obligations) or in the case of agreed guarantee commitments. In this case, however, the Vendor shall only be liable for the foreseeable, contract-typical and expectable damage. The Vendor shall not be liable for the slightly negligent breach of obligations other than those mentioned above. The above limitations of liability shall not apply in the event of injury to life, limb or health, for a defect following the assumption of a guarantee for the quality of the product and in the event of fraudulently concealed defects. Liability under the product liability law remains unaffected. Insofar as the Vendor's liability is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents. In all other respects, claims for damages by the Customer shall be excluded. The above liability provisions shall also apply to claims for damages by the Customer under the Vendor's statutory warranty.

- e. The limitations of warranty and liability obligations as well as shortening of deadlines in this respect shall not apply to claims for damages and reimbursement of expenses of the Customer, goods that have been used in accordance with their customary use for a building and have caused its defectiveness as well as to existing update obligations in the case of contracts for digital products.

15. Dispute Resolution

- a. The European Commission provides a platform for Online Dispute Resolution (ODR), which can be accessed at <https://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform to settle their disputes.
- b. We are willing to settle disputes with consumers at a consumer arbitration board.