

## **§ 3 End user cancellation policy regarding distance sales contracts**

As of August 2015

### **Cancellation Policy**

#### **A. For the delivery of goods**

##### **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without stating a reason.

The withdrawal period is fourteen days starting on the date on which you or a designated third party who is not the carrier, has taken possession of the goods

To enact your right of withdrawal you must contact us at MAGIX Software GmbH, Customer Care, Borsigstr. 24, 32312 Lübbecke, Germany, Fax: +49 (0) 5741 310768, Telephone: +49 (0)5741 345531, Email: shop@magix.net) and provide explicit notification (e.g. a letter sent by mail, fax or email) of your decision to withdraw from the contract. You may use the attached cancellation form for this if you so choose.

To enact your right to withdrawal it is sufficient to send the required notification before the withdrawal period has expired.

##### **Consequences of Cancellation**

If you cancel this contract, we shall be obligated to reimburse all payments received from you including delivery charges (except in the case of additional costs resulting from your selection of services outside the scope of the standard delivery offered by us) without delay and at the latest within fourteen days of receiving your notification of contract cancellation. The same payment method that you used for the original transaction will be used for the reimbursement except in the case where a different explicit agreement has been arranged with you; under no circumstances shall you be charged any fees for this reimbursement. We may withhold the reimbursement until the goods have been returned to us or until you have demonstrated that you the goods are being returned, whichever is the earlier.

The goods must be promptly returned to us or sent back and in any event no later than fourteen days from the date of notification of the cancellation of this contract. The deadline is met if the goods are sent back before the end of the period of fourteen days. The customer must pay for the immediate costs of the return shipment of the goods. The consumer shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods.

#### **B. For the delivery of digital content**

##### **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without stating a reason.

The withdrawal period is fourteen days starting with the conclusion of the contract.

To enact your right of withdrawal you must contact us at MAGIX Software GmbH, Customer Care, Borsigstr. 24, 32312 Lübbecke, Germany, Fax: +49 (0) 5741 310768, Telephone: +49 (0)5741 345531, Email: shop@magix.net) and provide explicit notification (e.g. a letter sent by mail, fax or email) of your decision to withdraw from the contract. You may use the attached cancellation form for this if you so choose.

To enact your right to withdrawal it is sufficient to send the required notification before the withdrawal period has expired.

#### **Consequences of Cancellation**

If you cancel this contract, we shall be obligated to reimburse all payments received from you including delivery charges (except in the case of additional costs resulting from your selection of services outside the scope of the standard delivery offered by us) without delay and at the latest within fourteen days of receiving your notification of contract cancellation.

The same payment method that you used for the original transaction will be used for the reimbursement except in the case where a different explicit agreement has been arranged with you; under no circumstances shall you be charged any fees for this reimbursement.

#### **C. For service deliveries**

##### **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without stating a reason.

The withdrawal period is fourteen days starting with the conclusion of the contract.

To enact your right of withdrawal you must contact us at MAGIX Software GmbH, Customer Care, Borsigstr. 24, 32312 Lübbecke, Germany, Fax: +49 (0) 5741 310768, Telephone: +49 (0)5741 345531, Email: shop@magix.net) and provide explicit notification (e.g. a letter sent by mail, fax or email) of your decision to withdraw from the contract. You may use the attached cancellation form for this if you so choose.

To enact your right to withdrawal it is sufficient to send the required notification before the withdrawal period has expired.

#### **Consequences of Cancellation**

If you cancel this contract, we shall be obligated to reimburse all payments received from you including delivery charges (except in the case of additional costs resulting from your selection of services outside the scope of the standard delivery offered by us) without delay and at the latest within fourteen days of receiving your notification of contract cancellation. The same payment method that you used for the original transaction will be used for the reimbursement except in the case where a different explicit agreement has been arranged with you; under no circumstances shall you be charged any fees for this reimbursement.

If you have requested that the Service begin during the withdrawal period, you shall be required to pay an amount for your use of the Service up to the point in time that your withdrawal notification is received. The amount shall be proportional to the period of use relative to the total fee for the full contractual period.

**- End of Cancellation Instructions -**

## Template for Cancellation Form

(If you would like to cancel your contract, please fill out this form and send it to us.)

On  
Magix Software GmbH  
Customer Care  
Borsigstr. 24  
32312 Lübbecke  
Germany

Fax: +49 (0) 5741 310768  
Telephone: +49 (0) 5741 345531  
Email: shop@magix.net

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following product(s)/service(s) (\*).

.....  
.....

Ordered on (\*)/Received on (\*):

.....

Name(s) of customer(s):

.....

Address(es) of customer(s):

.....  
.....

Signature(s) of customer(s):

.....

Date:

.....

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(\*) Please cross out anything that does not apply.