

## Terms & Conditions: Digital Products The Scuba Couple - Sander Scubadive GbR

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Please read these Terms and Conditions: Digital products (hereinafter referred to as T&C-DP) carefully before purchasing or using any of our digital products. By completing your purchase, you agree to these T&C-DP. These T&C-DP apply to all of our digital products, both free and paid.

### 1. **Scope of Application**

1. These T&C-DP apply to all digital products offered by **The Scuba Couple - Sander Scubadive GbR** (both free and paid).
2. The T&C-DP take effect once a consumer purchases, in whole or in part, any digital product offered by **The Scuba Couple - Sander Scubadive GbR**.
3. Any differing terms and conditions of consumers do not apply unless expressly approved in advance.
4. Consumers are all natural persons who enter into a legal transaction for purposes that predominantly are outside their trade, business, or profession.
5. Commercial use of our digital products by consumers is expressly prohibited.

### 2. **Contract Partner**

1. The purchase agreement is concluded with **The Scuba Couple - Sander Scubadive GbR**, owned by Maike and Niels Sander, Blomberger Str. 136a, 32760 Detmold, Germany.
2. As a small business under §19 UStG, the company is not registered in the commercial register.

### 3. **Conclusion of Contract**

1. The presentation of digital products in our online shop does not constitute a legally binding offer but an invitation to place an order.
2. By clicking the "Pay now" button, you submit a binding order for the digital products listed in your shopping cart. The contract is concluded once we confirm your order by email immediately after receipt.

### 4. **Right of Withdrawal**

1. As a consumer (as defined in section 1.4 of these T&C-DP), you are entitled to a statutory right of withdrawal.
2. If you exercise your right of withdrawal, according to section 4.1., you bear any costs incurred from the reversal of the transaction.
3. Your right of withdrawal expires if **The Scuba Couple - Sander Scubadive GbR** begins executing the order with your consent before the 14-day withdrawal period expires.
4. You give this consent by confirming your purchase and clicking the "Pay now" button in our online shop.
5. You may submit your withdrawal informally via email to: [hello@thescubacouple.com](mailto:hello@thescubacouple.com)

## 5. Products

1. Our products are provided exclusively in digital form. No physical goods will be shipped.
2. Access is granted after a successful payment via a customer account.
3. Customers are responsible for ensuring the technical requirements necessary to use and access our products.

## 6. Payment & Provision

1. All prices listed on our product pages include statutory VAT and all other price components.
2. Payments are processed via third-party service providers.
3. Digital products are provided via a customer account, which must be created after completing the order process.
4. Free digital products are provided via a download link after signing up for our newsletter.

## 7. License of Use & Retention of Title

1. Upon purchase, you receive a singular, non-transferable, and non-sublicensable right to use the digital product for personal (non-commercial) purposes only.
2. Reproduction, public distribution, or sharing with third parties is prohibited unless expressly permitted.
3. Any infringement may result in legal action and claims for damages.
4. Ownership of any digital product remains with us until full payment is received.

## 8. Warranty

1. For consumers, the statutory warranty under §§ 434 ff. BGB (German Civil Code) applies.
2. We are not liable for any functional issues resulting from improper use or insufficient technical requirements.
3. No warranty is given for the accuracy or completeness of information contained within our digital products, as these describe natural or external circumstances beyond our control.

## 9. Limitation of Liability

1. We are liable for intent and gross negligence, as well as under the provisions of the Product Liability Act.
2. We do not assume any liability for consequences arising from physical activities or local events that were planned or influenced by our digital products.

## 10. Data Protection

1. All personal data collected by us is processed exclusively in accordance with applicable data protection laws (in particular the GDPR and the BDSG).

## 11. Applicable Law, Place of Jurisdiction & Dispute Resolution

1. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
2. For consumers, this choice of law applies only insofar as it does not restrict mandatory legal provisions of the country in which they reside.
3. The European Commission provides a platform for online dispute resolution (ODR), available at: <http://ec.europa.eu/consumers/odr>.

We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

## 12. Final Provisions

1. Should individual provisions of these T&C-DP be invalid, the validity of the remaining provisions shall remain unaffected.
2. Amendments and additions must be made in writing.

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## Contact

The Scuba Couple - Sander Scubadive GbR  
owned by Maike & Niels Sander  
Blomberger Str. 136a  
32760 Detmold, Germany

 [hello@thescubacouple.com](mailto:hello@thescubacouple.com)  [www.thescubacouple.com](http://www.thescubacouple.com)