

## **General Terms and Conditions Music Downloads Michael Prince Johnson**

Your Contractor Michael Prince Johnson

Dehmelgasse 10, Ottakring

AT - 1160 Vienna

Contact phone +43 681 814 821 13

E - Mail [info@michaelprincejohnson.com](mailto:info@michaelprincejohnson.com)

(hereafter "operator" or "we" or "us")

UID ATU 69492113 Owner Michael Prince Johnson

### **1. Conditions for use**

1.1 These General Terms and Conditions (GTC) apply to the use of the music download shop. Your respective contracting partner is Michael Prince Johnson (in these terms "Provider").

1.2 Music - Download Shop is available to you worldwide.

1.3 The use of the acquired music titles is only permitted for private and non-commercial use, furthermore, the user has to be done in accordance with the Austrian law, especially the Austrian copyright law. If third parties are entitled to claim damages on the part of third parties, you are bound to accuse the seller completely and hold harmless.

### **2. Agreement**

2.1 The provider allows you to listen to appropriately labeled music tracks for up to 30 seconds. The audition is free of charge and without obligation.

2.2 You can choose music from the Music Downloadshop Music titles and put it into the shopping cart. When you check out, you are prompted to enter your login data and to select the type of payment.

If you decide to make the payment, the contract is concluded by clicking on the button on the payment page of PayPal "Next". The contract is subject to the availability and the availability of the selected musical titles.

2.3 After the order process you will receive a confirmation to the email address you entered during login.

2.4 Performing of the music download

The music download is made by submitting a link from which you can start the music download.

For the music download, the music title must be stored on the computer you are using by pressing the "Save" button.

Clicking the "Open" button will start the audio player configured on your computer.

2.5 The format of the music titles can be viewed in the respective product description of the music - Download shop.

## **Terms and Conditions Music Downloads Michael Prince Johnson**

### **3. Acquisition of rights**

3.1 In the offered musical tracks they are copyrighted or otherwise protected. You hereby expressly acknowledge the existence of these rights. Within the scope of this offer, you acquire the simple, non-transferable right to use the offered musical titles for exclusive personal use in a respective manner offered.

3.2 It is not permitted to use the music titles in any way to change or altered versions, to copy, distribute, reproduce, sell or commercialize the music tracks for third parties. A further transfer of the rights to third parties is expressly excluded. The transfer of rights to the agreed extent has been effected with the conclusion of the download but is subject to the full purchase price performance.

### **4. Prices**

In each case, the prices applicable at the time of the order on the website [www.michaelprincejohnson.com](http://www.michaelprincejohnson.com) specified prices. All prices include VAT. These prices do not include the online costs incurred by the respective Internet service provider, in particular regarding the download time.

### **5. Payment**

5.1 Payment by PayPal account or credit card via PayPal (Europe) S.à r.l. et Cie, S.C.A. If you decide to pay by credit card, PayPal (Europe) S.à r.l. et Cie, S.C.A. settled. To do so, please provide your credit card details when requested. The transmission of this data is encrypted. After accepting the PayPal (Europe) S.à r.l. et Cie, S.C.A. and clicking the "Next" button, your credit card will be charged with the purchase basket of your purchase. A registration with PayPal (Europe) S.à r.l. et Cie, S.C.A. is not necessary.

### **6. Risk of Danger**

The risk of accidental loss and accidental deterioration will be transferred to you by providing the download link.

### **7. Liability and Performance**

7.1 Please note that the download is at your own risk. You are solely responsible for any damage to your computer system or other technical equipment used for the loss of data or any other damages resulting from the download or other transactions in connection with the offer. In particular, you are at risk of loss of data after downloading, including computer or disk failure. The provider is not liable for damages caused by incompatibility of the components or other system malfunctions of the computer you are using. If you can not complete a download, please contact:

[info@michaelprincejohnson.com](mailto:info@michaelprincejohnson.com)

#### **7.2 Deliberate or grossly negligent behavior**

The liability of the supplier, as long as this is provided for whatever legal reason, is limited in all cases to damages caused by willful or grossly negligent behavior. In any case, liability for indirect damages and untypical consequential damages is excluded and the amount is limited to the contractual type damage. Any mandatory statutory provisions that give rise to the liability of the supplier remain

unaffected.

The above limitations on liability do not apply to the provider attributable body and health damage or loss of life.

7.3. In accordance with the legal provisions, the provider guarantees that the musical title given for the use corresponds to the contract at the time of surrender.

## **General Terms and Conditions Music Downloads Michael Prince Johnson**

### **8. Applicable law / court of jurisdiction**

Austrian law applies exclusively to the exclusion of the UN purchase right as well as the reference standards (IPRG, EVÜ).

If you are not a consumer, the competent courts of 1010 Vienna are exclusively responsible.

In all other cases, the statutory provisions apply.

### **9. Severability clause**

Should one or more provisions of these Terms and Conditions be ineffective, this does not invalidate the ineffectiveness of the entire contract.

### **10. Questions and complaints**

In case of queries regarding our general terms and conditions or in case of complaints, please use the Contact form available [www.michaelprincejohnson.com](http://www.michaelprincejohnson.com).

01.06.2017