



Terms of Use

These Terms of Use apply to your online customer account on bitiba (hereinafter referred to as "bitiba Account"), a service provided by bitiba GmbH, Herzog-Wilhelm Strasse 18, 80331 Munich, Germany (hereinafter referred to as "bitiba").

By registering on bitiba you agree to the following Terms of Use:

I. bitiba account

1. Registration ^

1.1 The bitiba Account is intended for individual persons registered by name. For this reason, registration is required prior to use. The required fields of the online form must be filled in truthfully by the user. It is not permissible to enter names or addresses of third parties or a pseudonym. After registration, the user may use his/her bitiba account by entering his/her access data (email address and password).

1.2 Registration is only possible for persons of legal age. Each user may only create one bitiba account.

2. Use ^

2.1 After registration, the user has access to his/her personal area. Here the user will find various information, including order overview, order status, invoice overview, wish list, product recommendations, as well as personal data. Users can also enter multiple delivery addresses and manage their data quickly and easily.

2.2 The user may not disclose information such as username and password to other persons. The data required for use must be kept by the user inaccessible to third parties and secured against unauthorised access. Should a user become aware of any misuse of his/her login data, he/she is obliged to inform bitiba immediately so that bitiba can take appropriate measures.

2.3 The user shall be liable for any misuse of his/her login data. In particular, this shall apply to the unauthorised disclosure and improper storage of login data, which could lead to misuse.

2.4 The user warrants that he/she will not use any software or programming that alters or impairs the function or availability of the bitiba account or services (in particular the bitiba app), such as hacking attempts, brute force attacks, the use or sending of spyware, viruses and worms. If bitiba issues notices or instructions to the user regarding the use of the functions of the bitiba account or the services, the user is obliged to comply with them.

2.5 bitiba shall make the bitiba Account available to users free of charge for an indefinite period of time. However, bitiba reserves the right to exclude individual users from registering or using the bitiba Account at any time without stating reasons, or to discontinue or modify the bitiba Account as a whole or individual services.

3. Liability



3.1 bitiba shall not be liable for the uninterrupted accessibility of the bitiba websites and services (especially the bitiba app).

3.2 bitiba does not assume any liability for the up-to-datedness, correctness, completeness and quality of the provided contents of the website and the services. Any liability in connection with the use of the information or reliance on its correctness is excluded, unless bitiba or its vicarious agents have acted with intent or gross negligence. The same applies to damages resulting from a defect in the software (bitiba app). This also applies to indirect damages, consequential damages and lost profits.

This exclusion does not apply to damages to body, life and health and in the case of liability according to the Product Liability Act and in the case of breach of essential contractual obligations (cardinal obligations). Cardinal obligations are those obligations which make proper performance of the contract possible in the first place and on the performance of which the contractual partner may rely.

3.3 In case of direct or indirect references to external websites ("links" or "hyperlinks"), bitiba dissociates itself from the contents of these external websites. bitiba shall not be liable for these websites, nor for external contents. The responsibility lies solely with the provider of these websites or the persons responsible for the external content.

4. Modification of the bitiba account, the services and Terms of Use



4.1 bitiba may change the functions of the bitiba account, the bitiba services (especially bitiba apps) and the Terms & Conditions of use at any time in order to take into account changes in the law, imbalances between performance and consideration which may arise subsequently or loopholes in the regulations. A change is also possible in order to offer new services, to adjust old services or to discontinue them. bitiba may also discontinue the bitiba account in general.

4.2 In the event of an amendment, the new Terms of Use shall be sent to the user by email. The new Terms of Use shall be deemed to be agreed upon unless the user objects to them in writing to bitiba within 15 days after receipt of the new Terms of Use. The objection can be made by requesting the deletion of the bitiba account via bitiba customer service or by submitting an objection in writing. bitiba will inform the user of the existence of this right of objection in the notification of change and that the changes will be deemed approved if the user does not object in writing within 15 days of receipt of the notification of change.

In the event of an objection, the user's account will be deleted two weeks after expiry of the objection period and the user contract terminated. The deletion of the account will automatically terminate the user's participation in other bitiba services.

5. Deletion and termination



5.1 bitiba may delete the user's bitiba account and terminate the user agreement altogether or terminate the user's participation in a service if the user violates these Terms of Use or if there are other justified reasons on the part of bitiba (in particular a reasonable suspicion of manipulation (multiple registrations), misuse of data or identity, fraud, or use for commercial purposes or orders in quantities not customary for a household). If bitiba has deleted the user's bitiba account and/or terminated the user's participation in one or more services, the user may not register again without the express consent of bitiba.

5.2 The deletion from the bitiba account and/or the termination of one or more services by the user is possible at any time.

5.3 Deletion from the bitiba account will result in the user no longer being able to participate in further services. This also means, for example, that the user will no longer be able to use the bitiba app, and the Stamp Card programme or other discounts will expire.

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