

# Cancellation policy

## Entitlement to cancellation for consumers

(Consumer means any natural person who concludes a legal transaction for a purpose that cannot be attributed to either commercial or self-employed activity.)

You are entitled to cancel the contract within 14 days without stating a reason. This cancellation deadline begins with the day you or a third party designated by you, who is not the carrier, have/has taken possession of the goods. In order to exercise your entitlement to cancellation, you must inform us by an unambiguous declaration (for example a letter sent through mail, fax or email) of your decision to cancel this contract.

The statement of cancellation has to be addressed to:

Miray Software AG  
Gaissacher Str. 18  
81371 München  
Germany

Fax: +49 (0) 89 72013-643

Email: mail@miray.de

Notification that you are exercising your entitlement to cancellation prior to the expiry of the cancellation deadline is sufficient for adherence to the cancellation deadline.

The entitlement to cancellation does not apply to software that has been unsealed by you (security seal broken or sleeve removed), nor to products that have been manufactured to customer specifications (for example special customized software). Furthermore, you are not entitled to cancellation if the contractual goods or service have/has been sent online (for example, downloadable software/ESD or dispatch of a license key via email) and are/is therefore unable to be returned due to its nature.

## Consequences of cancellation

If you cancel this contract, we shall repay all payments that we have received from you, including de-

livery costs (with the exception of additional costs resulting from your selecting a form of delivery, differing from the low-priced standard delivery), immediately and no later than within fourteen days of the day on which we have received note of your cancellation of this contract. We shall use the same payment method for reimbursement as used for the original transaction, unless expressly agreed otherwise with you; in no case shall we charge a fee for this repayment.

We are entitled to refuse repayment until we have received the goods back again or until you have provided evidence that you have sent the goods back, whichever occurs first. You shall return or hand over the goods to us immediately and in any case within fourteen days from the day you inform us of the cancellation of the contract. Dispatch of the goods prior to expiry of the deadline is sufficient for adherence to the deadline. You shall bear the direct costs of returning the goods. You are only obligated to pay for any loss of value of the goods if this loss of value is a result of handling on your part that is not necessary for checking the condition, properties and functionality of the goods.

## Special notices

When providing services, your entitlement to cancellation shall expire prematurely if the contract has been completed in full by both sides to your express wishes before you have exercised your right to cancellation.

## Exceptions to the entitlement to cancellation

The entitlement to cancellation does not apply to things such as contracts concerning the supply of goods that have been manufactured to customer specifications or are obviously tailored to personal requirements or are not suitable for returning due to their nature (for example software).

## End of cancellation policy