

1. Application & Agreement

1.2 Cotoax only supplies products to customers who have agreed to the terms and conditions.

1.3 German law applies to these terms and conditions.

1.4 Cotoax is authorized to change the terms and conditions at any time without notice.

1.5 The agreement starts the moment the customer receives an (whether or not automatically generated) email containing the confirmation of the order.

1.6 If a part of the agreement is not legally valid, this does not affect the validity of the rest of the agreement.

1.7 Cotoax expects the customer to provide all information provided on registration if payment is completely truthful and is only your own unless you have custody or parenthood of the person you are registering for.

2. Delivery & obligations

2.1 Cotoax tries to deliver the product within 24 hours as far as possible unless stated otherwise in the product description.

2.2 Cotoax delivers products only if the corresponding invoice is marked as paid.

2.3 Cotoax guarantees that the product meets the specifications and conditions stated in the offer.

3. Payments & invoicing

3.1 We use the payment term indicated on the invoice unless agreed otherwise.

3.2 Services are activated at the time of payment verification. This process is automated.

3.3 The purchased service is automatically suspended when an invoice is not paid.

3.4 The right of withdrawal starts at the time of activation of the service and lasts 14 days.

3.5 The right of withdrawal is only legally valid if the procedure takes place via means of communication stated in Article 10 paragraph 1 with the exception of means of communication 3.

3.6 The right of withdrawal is only legally valid if the procedure is via Cotoax and not through third parties.

4. Intellectual property

4.1 Images, illustrations, texts, video(fragments), etc. on all platforms of Cotoax are only indicative and cannot be used as a result of a termination of an agreement or return of payment.

4.2 Copyright applies to all images, illustrations, texts, video (fragments), and other visual aspects.

5. Liability

5.1 Cotoax is never liable for damage resulting from service interruptions or maintenance.

5.2 Cotoax is never liable for damage incurred by personnel of Cotoax.

6. Force majeure

6.1 Force majeure means errors of suppliers of Cotoax, interruptions, malfunctions, (terrorist) attacks, fire, water damage, internal problems, licensing problems, DDOS attacks, problems in the business operations of third parties.

6.2 If the force majeure situation lasts longer than 30 days and after 30 days still affects the service, both parties are entitled to terminate the agreement. Reimbursement does not apply in any situation.

7. Technical

7.1 Cotoax makes backups, but irregularly. Cotoax is not required to make regular backups of services and cannot be required to restore backups.

7.2 Cotoax performs irregular maintenance of the services, both physically and remotely. Maintenance work does not have to be announced in advance. The interruption of working hours resulting from maintenance work is not regarded as downtime.

7.3 Cotoax is not liable for errors made by technical personnel.

7.4 At the time of excessive use of a service, Cotoax authorized to suspend the service or charge an additional invoice for the costs incurred.

8. Pricing

8.1 All prices indicated on the internet site or communication platforms of Cotoax are only indicative and subject to printing, typesetting, and spelling errors. The indicated price does not affect the validity of the agreement.

8.2 When Cotoax adjusts the prices of a product or service, this will be applied to the next invoice.

8.3 All prices on the internet site of Cotoax are in EUR and include 21% VAT.

8.4 Cotoax is authorized to adjust prices if communicated to the customer at least 14 days in advance.

9. Use

9.1 Under no circumstances, are the consumer permitted to display their provided information from within Cotoax to any third parties whatsoever. If Cotoax determines an information has been leaked, Cotoax will be authorized to terminate the agreement.

9.2 It is not permitted to use Cotoax's services for activities that are forbidden under German law, such as DDoS attacks, spreading defamatory, or hateful statements, racism, and so on.

9.3 If, in Cotoax's opinion, a nuisance, damage, or any other threat arises from the operation of our services, the associated computer systems, Cotoax's network, third parties' networks; in particular through hacking attempts, denial of service attacks, bug exploitation, or leaks in Cotoax's or third parties' software. Cotoax is entitled to take all appropriate measures to avert or prevent this danger.

9.4 Cotoax may recover damages from violations of these Terms of Use. You indemnify Cotoax of all third-party claims related to damage resulting from a violation of these Terms of Use.

10. Communication

10.1 Cotoax handles the following ways of communication:

1. **The internet site(s):**
 - o <https://cotoax.com/>,
2. **E-mails sent from the e-mail addresses which look like the following:**
 - o *@cotoax.com
3. **Our 'Discord Inc.' Server (992405382880301136).**

10.2 Cotoax can be reached under the email address support@cotoax.com via our Discord server (mentioned in article 10.1), and our internet site (mentioned in article 10.1).

11. Definitions

11.1 "Customer" means the purchasing party, the person who purchases a service from Cotoax.

11.2 "Consumer" means the purchaser party, the person who actively uses Cotoax's services.

11.3 "Personnel" means everyone who is employed by Cotoax.

11.4 "Management" means the officers of the position(s): Chief Executive Officer, Chief Operational Officer, Chief Financial Officer, System Administrator.