General Terms and Conditions

The english translation is no alternative for the german original terms of services. You will find the german terms in the link of the german flag!

1. subject matter of a contract

1.1 The following conditions describe the conditions of usage of swiss refresh GmbH’s

provided software. By including the use of the software the user acknowledges that

terms and conditions and becomes a part of the contract between the user and

swiss refresh GmbH.

1.2 These terms and conditions of swiss refresh GmbH may be changed at any time.

Changes will be communicated to the user in each case two weeks before the date

via e-Mail. If the user do not agrees to the changes, he can terminate the

contract with swiss GmbH refresh and possibly get a refunds of paid fees proportionately.

1.3 swiss refresh GmbH is entitled to services provided by third parties

2. Deploying the software / usage

2.1 swiss refresh GmbH provides the user with the software for personal and private use

on their mobile phone. The user legitimates itself for the use of the software

by a user name and a password. This data is automatically created by swiss refresh GmbH.

2.2 Each user can perform a maximum of 250 searches for each month.

2.3 The User undertakes that he does not download files which are found by

the swiss refresh software, if he knows or must assume that these files

are illegally offered. swiss refresh GmbH only offers a search service

itself and provides no files available for download to mobile phones.

swiss refresh GmbH has no control and no way of monitoring for files or

content found by query.

2.4 swiss refresh GmbH assumes no liability for the timeliness, completeness or accuracy

of information transmitted software and files, their timely and accurate technical

transfer, or the running ability of software and files on the mobile phone of the user.

3. Personal data

3.1 swiss refresh GmbH does not collect any personal data and manages the relationship with

the user only with the help of user name and password of the user.

3.2 The queries will be registered only for statistical purposes and to improve the results

without connection to the requesting user.

4. Limitation of Liability

4.1 swiss refresh GmbH shall be liable for any legal reason only for intent and gross negligence.

In case of violation of essential contractual obligations is liable swiss refresh GmbH,

however, for any culpable conduct of its employees and agents. Where permitted, the liability

of swiss refresh GmbH of amount shall be limited to typically foreseeable damages at contract

conclusion.

4.2 swiss refresh GmbH handles the queries under inclusion of third-party systems, and assumes

no liability for the continuous availability of services. Temporary failure of the system

is no claim for reimbursement of paid fees.

4.3 swiss GmbH refresh points in the search results via hyperlinks to other pages, or files of

third parties. swiss refresh GmbH has no influence over the content and design. These links

are only access to third party content or products. For the form and content of these linked

sites / files swiss refresh GmbH assumes no liability. If swiss refresh GmbH gets knowledge that

pages or files are not applicable with law, swiss refresh GmbH will remove the corresponding

hyperlink from search results after examining the situation.

5. Duration and Termination

5.1 The contract is valid for the duration of the use of BitJoe software.

5.2 Any termination for cause shall be reserved.

6. Severability

6.1 If any clause in these Terms in whole or in part, is or becomes invalid, the validity of the

other terms will be unaffected. The ineffective provision shall be replaced by one

which has the meaning and purpose of the ineffective provision in a legal way.

6.2 If you have any questions about the Terms, please contact

6.2.1 Via mail to:

[bitjoe.support@gmail.com](mailto:bitjoe.support@gmail.com)

swiss refresh GmbH

Moserstr. 48

8200 Schaffhausen

Switzerland

Handelsregister-Nr.: CH-290.4.016.165-3.

7. Revocation

7.1 The User may cancel the contract within two weeks without giving reasons in writing

(eg letter, e-mail). The period begins with this instruction. The revocation period

is sufficient to send the revocation to:

Or via e-mail to [widerruf.bitjoe@gmail.com](mailto:widerruf.bitjoe@gmail.com)

Mail:

swiss refresh GmbH

Moserstr. 48

8200 Schaffhausen

Switzerland

7.2 The withdrawal falls away if the user has used the services of

swiss refresh GmbH by sending queries.

8. Applicable Law Jurisdiction

8.1 This contract is where a choice of law is permitted exclusively by Swiss law.

8.2 The parties agree on the courts at the seat of swiss GmbH refresh of jurisdiction.