

General Terms and Conditions (GTC) for Plugins, Apps, Extensions and Themes including License Agreement of ACRIS E-Commerce GmbH Version 1.1 - valid from June 04, 2025

Definition of Terms

The terms 'plugin', 'app', 'extension', and 'theme' are used synonymously in this document. They refer to software-based extensions for the Shopware 6 platform provided and rented by ACRIS E-Commerce GmbH.

Language Version and Validity

These terms and conditions apply in their most current version. The version published at the time of contract conclusion is binding. In the event of discrepancies between different language versions, the German version shall prevail.

Contract Assignment / Provider Change

The provider is entitled to transfer this contract to an affiliated company or legal successor. The customer will be informed in due time about such a contract transfer.

1. Scope

These terms apply to all contracts between ACRIS E-Commerce GmbH, Am Pfenningberg 60, 4040 Linz, Austria (hereinafter referred to as 'Provider') and its customers (hereinafter referred to as 'Customer') regarding the use of plugins, apps, themes, and extensions for the Shopware 6 platform.

This includes both

- the rental of plugins, apps, themes, and extensions,
- as well as the purchase of paid additional features within these products ('in-app purchases').

The provider's offers are intended exclusively for businesses (B2B). Contract conclusion with consumers is explicitly excluded.

2. Subject Matter of the Contract

The subject of the contract is the temporary provision of plugins, apps, extensions, and themes for use on a single Shopware 6 instance, and optionally the purchase of paid additional features or services (in-app purchases).

Use requires the installation and activation of the 'ACRIS Store Plugin'. The plugin includes an active license check that must not be deactivated, modified, or circumvented.

The software is provided as open source, but under a proprietary license. Access to the source code does not grant permission to edit, distribute, or exploit it.

3. Rental Model and In-App Purchases

The provision is based on a rental model, either monthly or annually at a discounted rate. The first rental month is considered a free trial month.

Within the plugins and apps, additional paid services ('in-app purchases') may be offered, such as:

- one-time payments (e.g., to unlock a feature),
- additional monthly or annual rental fees,
- one-time services (e.g., setup, configuration).

The type, price, and conditions of the respective in-app purchase are clearly stated before purchase. These additional purchases supplement the main product and do not constitute an independent contractual relationship.

4. Contract Duration and Termination

The minimum contract duration depends on the chosen rental model (monthly or annually). The contract automatically renews for the selected billing period unless terminated 14 days before the end of the term.

The provider may also terminate the contract with the same notice period, e.g., in case of product discontinuation or significant technical changes.

The right to extraordinary termination for good cause remains unaffected. Good cause includes, in particular:

- repeated breach of essential contractual obligations despite warning,
- violation of license terms by the customer,
- legal or security-related reasons making continuation impossible.

After termination, the right to use the software expires automatically. The customer is obligated to completely uninstall and delete the plugin, app, or any extensions.

5. Usage Requirements and License Terms

Use is limited to a single Shopware 6 instance. Use in test or staging environments is permitted if there is an active rental license for a production instance.

The customer agrees not to deactivate, manipulate, or circumvent the implemented license check.

Editing, distribution, decompiling, or creation of derivative works is prohibited—even if the source code is provided. Notices regarding copyrights, trademarks, or licenses may not be removed or modified.

The same license terms apply to features purchased via in-app purchases as to the main product. Upon expiration of a rented additional feature, the right to use it expires.

License violations, particularly multiple uses, unauthorized copies, or manipulation of the license check, will be prosecuted under civil and criminal law.

The customer may not sublet, grant access to third parties, or operate the rented plugins, apps, or extensions on third-party systems unless expressly agreed in writing.

The provider may further develop, adapt to new Shopware versions, or change/discontinue individual functions of the plugins/apps, provided core contractual services are not removed.

If the plugin processes personal data, the customer is solely responsible for compliance with data protection regulations (e.g., GDPR). The provider is not a data processor.

Use is limited to customers based in the EU and Switzerland. Any other use requires the provider's prior written consent.

The provider may refer to the customer as a reference and mention the plugin used in marketing unless the customer expressly objects.

The provider strongly recommends testing plugins, apps, extensions, and themes in a test or staging instance before live deployment. The provider is not liable for damages caused by direct installation in the production environment without prior testing.

6. Prices and Payment Terms

All prices are net plus statutory VAT. Payments are made in advance for the respective billing period.

In case of payment default, the provider may suspend services or deactivate the license until payment is made.

The provider reserves the right to adjust prices for rental products and in-app purchases due to valid reasons (e.g., increased maintenance, development, or infrastructure costs) for future billing periods.

Price changes will be communicated at least 30 days before taking effect. If the customer disagrees with the new prices, they may terminate the contract extraordinarily at the effective date. If no termination occurs, the new prices are deemed accepted.

7. Support, Updates, and Warranty

During the active rental period, the customer receives access to updates, bug fixes, and support services.

After the rental ends, there is no entitlement to support, updates, or warranty.

The provider does not guarantee error-free operation or compatibility with third-party plugins or specific Shopware versions.

Compatibility and Update Strategy of Our Extensions

Shopware regularly releases new versions, divided into major releases, feature releases, and bugfix releases. Our extensions are always compatible with the latest major version of Shopware. For this version, we provide both feature updates and bug fixes.

For the immediately preceding major version of Shopware, we only provide bug fixes – and only for its final released version. No new features or adaptations are made for older interim versions.

The customer must report defects in writing without delay.

Support is offered only during regular business hours (Monday to Friday, 9:00 AM–5:00 PM, excluding Austrian public holidays).

Response times for support requests (via email or ticket system):

- General inquiries and minor issues (low/medium): response within 3–5 business days.
- Serious issues (e.g., plugin no longer functions properly): response within 1–2 business days.

There is no guarantee for specific resolution times. However, the provider will make reasonable efforts to fix issues promptly.

The customer is obligated to support the provider during a support case, including timely provision of necessary information, access, screenshots, logs, or other relevant data for analysis and resolution.

Delays caused by lack of customer cooperation are not the provider's responsibility.

8. Liability

The provider is only liable for intent or gross negligence. For slight negligence, liability only applies to the breach of essential contractual obligations (cardinal duties) and is limited to foreseeable damages.

Liability for indirect damages, data loss, or lost profits is excluded where legally permissible.

9. Governing Law and Jurisdiction

Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction is Linz, Austria.

10. Final Provisions

Amendments and additions must be in writing.

If individual provisions of this contract are invalid or unenforceable, the validity of the remaining provisions remains unaffected. The parties undertake to replace the invalid provision with one that comes closest to the intended economic purpose.