

# Terms and Conditions

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## Introduction

Philipp Bach und Moritz Dahlke GbR (hereinafter referred to as "InVisionGG Software", "InVision", "us", "we", or "our") provides the forum platform located at <https://invision.gg/>, including all of its webpages and subdomains (the "website"), as well as any other related products and services (collectively, our "services") that refer or link to these legal terms (these "terms"). These services include but are not limited to the forum platform and its content (the "platform"), as well as software that is available for download from the website (the "software"). We offer membership subscriptions that provide access to the software and other content that may be included in the subscription. By accessing or using our services, you agree to be bound by these terms. If you disagree with any part of the terms, then you may not access our services. For information regarding how we use your information, we encourage you to take a moment and review our [Privacy Policy](#). It explains how we collect and handle user data and will give you a better understanding of our practices. Supplemental terms and conditions that may be published on our platform are hereby expressly incorporated herein by reference.

BY CREATING AN ACCOUNT, VIEWING CONTENT, MAKING A PURCHASE IN THE SHOP, DOWNLOADING OUR SOFTWARE, OR OTHERWISE USING OR VISITING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE OUR PLATFORM.

You must be at least 16 (sixteen) years of age before you can use this website. By using this website, you warrant that you are at least 16 years of age and you may legally adhere to this agreement. If you are between the ages 16 and 18, you will only use our platform under the supervision of a parent or legal guardian who agrees to be bound by these terms on your behalf. We assume no responsibility for liabilities related to age misrepresentation.

## 1. User Accounts & Registration

In order to be able to use certain features of our platform and to participate in our community, you are required to register an account and may be asked to provide private information. You are responsible for ensuring the accuracy of this information and you are responsible for maintaining the safety and security of your identifying information. Your account may only be used by yourself and you are solely responsible for all activities taken under your account, whether or not you have authorized such activities or actions. You may not impersonate any other person or use a username that you are not authorized to use (e.g. by law). We reserve the right to require you to change your password or username for any reason at any time if we believe it is not suitable for our platform.

## 2. Rights of Use

You may participate in the community of our platform by contributing to the online forum or any other opportunity to create, or otherwise publish content and materials on our platform. The copyright for the content you publish on our platform, insofar as it can be protected by copyright, remains with you as the user. However, by publishing content on our platform, you grant us the right to keep the content permanently available on our website. In addition, we reserve the right to edit, delete or interact in similar ways with your content. As a user of this platform, you have no claim against us for the deletion or correction of the content you have published. We only take action if content violates your personal rights.

The aforementioned rights of use remain in effect even if your account is terminated.

## 3. Prohibited Activities

You may not access or use our services for any purpose other than that for which we make our services available. Our services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Furthermore, as a user of our services, you shall not:

- a. share your account information with another person or otherwise allow another person to access our services through your account

- b. attempt to impersonate another person or entity or use another person's username
- c. harass, annoy, intimidate or threaten any of our employees or team members who provide any portion of our services to you
- d. act in a manner that negatively affects the ability of other users to access or use our services
- e. take any action that imposes an unreasonable or disproportionately heavy load on the infrastructure of our services or otherwise interferes with or disrupts our services or its infrastructure
- f. attempt to circumvent any security measures designed to prevent or restrict access to our services
- g. except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software that is part of our services
- h. use automated tools, data mining, robots or any other similar means to access our services
- i. access our services in order to build a similar or competing service
- j. sell, share, trade, or otherwise transfer our software or your account and password
- k. violate any applicable local, state, provincial, federal or international laws or regulations

You expressly agree that you are solely responsible for any and all acts and omissions resulting from your use of our services and you agree not to engage in any prohibited use of our services.

## 4. Software

Our software may only be downloaded and used with a membership subscription that grants access to the software. After all subscriptions have expired, the software must be removed from your end device. The software is provided "as is" and "as available" without any warranty of any kind. We do not guarantee that the software will be available at all times, or that it will be free of errors or defects. We reserve the right to modify, suspend, or discontinue the software at any time without notice. We are not responsible for any loss or damage that may occur as a result of your use of the software. This includes, but is not limited to, your game account being banned or suspended and your game not running smoothly (e.g. with reduced performance) when using our software.

Unless otherwise stated in the product description, a 64-bit version of either Windows 10 or Windows 11 is required to use our software. We do not offer support for other Windows versions than Windows 10 and Windows 11.

The use of our software requires a permanent internet connection to communicate with our servers (e.g. for authentication) and is limited to a single active connection per user, regardless of the number of compatible devices the user may own. As previously stipulated, the user may not pass on or lend the software to third parties and the reproduction or redistribution of the software is expressly prohibited. When using our software, aggregated information about the user's computer hardware (HWID) and internet service provider (IP & ISP) is stored on our server in order to identify the user and his system on their next login. If the information differs from the previously stored information, we reserve the right to make the software inaccessible until the matter has been resolved via customer support. The software may remain inaccessible to the user indefinitely if there is evidence of a violation against these terms or other conditions incorporated herein. This is a common industry standard. In addition, we may store a user's public Steam-ID, which is not considered personal information under the Steam Privacy Policy, for diagnostic purposes.

An account suspension (e.g. for violating the community guidelines) on our website will result in the inability to use our software regardless of active subscriptions. As previously stipulated, attempting to disassemble our software is prohibited and, depending on the situation, we reserve the right to take legal action as reverse engineering software is illegal by law.

## 5. Products, Pricing & Payment

### 5.1 Products

All products are for your personal use only and we do not participate in any B2B business. Also, all products are subject to availability and we reserve the right to discontinue products or change the price of products at any time for any reason. Unless expressly described as something different, all products offered by us are virtual, non-refundable and non-recurring membership subscriptions. Recurring subscriptions will always have the word "recurring" prominently placed in their title. Subscriptions may grant partial or full access to our software and after purchasing a subscription, you may use our software to download and/or stream additional features to your computer that are included in the subscription an unlimited number of times during the subscription period for which you have paid.

## 5.1 Billing and Payment

When performing a purchase on our website, you agree to provide us with accurate and complete billing information including your legal name, address, email address, and payment information. By submitting this information, you grant us the right to pass the information on to third party payment service providers for the sole purpose of carrying out and facilitating the completion of purchases. If such information is false or fraudulent, we reserve the right to terminate your use of, or access to, our platform in addition to seeking any other legal remedies. All purchases are paid in Euro and are due as stated during the checkout. We may apply taxes, including VAT, or transaction fees on any charges. Attempting to perform a fraudulent chargeback through a payment provider will result in your account being suspended immediately and permanently.

## 5.2 Automatic Renewal

Subscriptions will not be renewed automatically unless explicitly stated. If you sign up for a subscription that is automatically renewed, you acknowledge that your purchase is subject to automatic renewal until you cancel the subscription and that your payment method will be automatically charged.

## 5.3 Cancellation

Subscriptions *without* automatic renewal cannot be canceled. Subscriptions with automatic renewal can be cancelled at any time but must be cancelled before it renews for a subsequent month in order to avoid being charged for the next month's subscription fee. If a subscription is cancelled, the cancellation will become effective at the end of the then-current monthly subscription period. You can cancel recurring subscriptions at any time directly on our website or alternatively by sending an informal email where the email address matches the email address of your account.

## 5.4 Refunds

If you are *not* a customer domiciled in the European Union, refunds will not be provided for any digital goods. We do not provide credit, refunds, or prorated billing for subscriptions that are cancelled mid-month. In such a circumstance, access to the subscription remains until the end of the monthly billing cycle. We reserve the right to offer refunds, discounts or other consideration in select circumstances at its sole discretion. Please note that each circumstance is unique and election to make such an offer in one instance does not create the obligation to do so in another.

As for any other, non-digital goods, you shall have thirty (30) days from the date of delivery to return a product to us for a full refund for any reason unless specified otherwise. We reserve the right to refuse refunds for products which are worn/used (as applicable) or damaged after the date of delivery. Except for products damaged prior to the date of delivery (e.g. during transport), you will not receive a refund of shipping costs.

## 5.5 Right of Withdrawal

If you are a customer domiciled in the European Union, you can withdraw from any purchase without giving any reason. The withdrawal period will expire 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You can use the model withdrawal form below the copy of our [Cancellation Policy](#), but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

If you withdraw from a purchase contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 calendar days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise. Please note that not all payment methods which can be used for payments allow a direct reimbursement (e.g. pre-paid cards). Reimbursements for such payments will be facilitated by us via another, common payment method. In any case, you will not incur any fees as a result of such reimbursement.

You will lose your right of withdrawal if the contract regards the supply of digital content or goods that are not supplied on a tangible medium and the performance of the contract has begun before the end of the withdrawal period with your prior

express consent and acknowledgment that you thereby lose your right of withdrawal. While performance of the supply of digital content typically refers to the moment the download of that content begins, we voluntarily honor requests to withdraw from the purchase of a software subscription within 14 days of purchase, as long as our software has not been used, i.e. downloaded and no login has been performed.

## 5.6 Reviews

You may leave a review and/or rating for products that you have purchased from us on our website. By submitting a review, you agree that we may use your review for any purpose, including but not limited to, marketing and advertising purposes. You also agree that we may edit your review for length, clarity, or other reasons, and that we may publish edited or unedited reviews on our website or in other media. We reserve the right to remove or refuse to publish any review for any reason. When posting a review, you must also comply with the following criteria:

- a. Your review must not contain profanity or abusive, racist, or otherwise offensive language.
- b. You must have firsthand experience with the product being reviewed.
- c. You must not be affiliated with competitors if posting a negative review.
- d. You must not include false or misleading statements in your review.
- e. You must not encourage others to leave negative reviews.

## 6. Cheating in Video Games

When cheating in multiplayer games, you are voluntarily breaking the **End User License Agreement (EULA)** that you agreed to when purchasing or installing the game. As a result, the rights holder of the game can take action against you if they find out that you are cheating. This could include banning your game account, resetting your progress, or taking other action, including legal action, to penalize you. Cheating opens you up to be, under certain circumstances, sued for damages, or even face criminal charges if you are caught.

We as a cheat provider cannot be held responsible for any damage you suffer from cheating. We are also not responsible or liable for any potential consumer claims on intellectual property of third parties. If you choose to cheat, you do so at your own risk. You, as the consumer, protect us from third-party claims and will be held responsible for any damage that you cause.

## 7. Limitation of Liability

We are not liable for any damages that may occur to you as a result of your misuse of our website. You acknowledge and agree that the use of this website is at your own risk. To the maximum extent permitted by applicable law, the website and its owners, administrators, moderators, and other users will not be liable to you or any third party for any damages, losses, costs, or expenses of any kind, including but not limited to direct, indirect, incidental, punitive, and consequential damages arising from or related to your use of the website.

We make no warranty or representation regarding the accuracy, completeness, reliability, timeliness, suitability, or availability of the website or any content on it. We reserve the right to modify or discontinue the website at any time without notice.

You agree to indemnify us and our affiliates and hold us harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel. Any dispute related to your visit to this website or any products you purchase from us shall be arbitrated in the German state or federal courts and you consent to the exclusive jurisdiction and venue of such courts.

## 8. Governing Law

By visiting this website, you agree that the laws of Germany, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between you and us, or our business partners and associates. The use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded.

**These terms are concluded for an indefinite period and we reserve the right to edit, modify, and change this agreement any time. This agreement is an understanding between us and the user, and this supersedes and replaces all prior agreements regarding the use of this website.**