



Terms & Conditions

General information

We at Nuki Home Solutions GmbH (**Nuki**) are a mobile service provider of digital door lock systems and mobile applications (**Apps**) which are based on them. Our innovative access solutions are suitable for single-family and multiple-occupancy homes, flats and offices, private households and companies.

Nuki customers can view a selective portfolio of products and services by visiting our webshop at shop.nuki.io. In order to be able to use the entire product range of Nuki, you only need to register once on our website and provide us with some user data. This we require in order to be able to process your order as well as to be able to provide you with our services as a customer (see § 8, below).

Registering on our website is required to access product-specific hardware, especially our Smart Lock solutions. Apps can also be used without registration simply by downloading them. Information on specific performances as well as general descriptions of Nuki and our product range can be found on our website at nuki.io and are freely accessible without registration.

Unless otherwise provided, these General Terms and Conditions (**GTC**) govern the legal and economic conditions regarding the use of the website (including its functions, contents and applications). They also govern the orders and purchases of goods via the Nuki webshop as well as all services, products and Apps of Nuki. Please read the following terms and conditions carefully before using our services and registering as a user.

Section 1 – Terms and Conditions of Purchase of our products and services

§ 1 Area of application

The following part of the terms and conditions applies in the version valid on the day of the order for the order of products and services via the web shop of Nuki and for contracts of sale between Nuki and its customers that are based on such orders. By placing an order and registering as a user, the user agrees to be bound by the General Terms and Conditions and the data protection provisions of Nuki (see § 16 below).

§ 2 Execution of contract

1. All offers made by Nuki are subject to change and shall be understood as an invitation to the customers to make an offer themselves. An order placed by the customer shall be deemed to be such an offer to conclude a contract. The contract is concluded when Nuki accepts the order, either by sending an order confirmation by email or directly by sending the ordered product(s). Once Nuki has received an order, it is binding for the customer.
2. We expressly point out that we must reserve the right to accept or execute the order – in particular in accordance with the available delivery options. We also reserve the right to refuse or not to execute orders from customers. This is particularly the case if there are outstanding invoices from other orders made by the respective customers. We are also entitled to limit the order to a quantity customary in a household. Customers shall not be entitled to any claims whatsoever as a result of this. If we do not accept the order, the customer will be notified immediately; any payments already made by the customer will be refunded.
3. We reserve the right to make reasonable technical and design deviations from information in brochures, catalogues and written documents as well as model, design and material changes in the course of technical progress and further development, without this giving rise to any rights or claims of any kind and/or scope against Nuki.



4. Our explicit written confirmation is required for special instructions or specifications made by the customer regarding the ordered goods or the services to be provided by Nuki or other additional services and deliveries by Nuki. Subsequent requests for changes can – without any legal claim on the part of the customer – only be carried out in exceptional cases and against corresponding reimbursement of costs.

§ 3 Terms of payment

1. In principle, the purchase price for the ordered goods is deemed to be agreed which results from the current brochures, catalogues, price lists, directly from the web shop or other announcements of Nuki.
2. All prices are in euros. Unless otherwise stated, all prices are quoted as daily gross prices “ex works” including the statutory value added tax, excluding all expenses incurred in connection with shipment.
3. Should export or import duties become due in the course of shipment, these shall also be borne by the customer. Delivery prices and performances do not include any costs charged by third parties.
4. Any sales to customers outside the European Union (EU) are not subject to VAT, but these must pay the respective national import duties. In the case of sales to entrepreneurs within the EU, no Austrian or German VAT is due upon proof of the VAT ID, but VAT must be paid in their home country.
5. Payment requests are generally payable after receipt of the invoice on the due date stated in the invoice. In the absence of a due date, a period of fourteen calendar days from receipt of the invoice by the customer shall apply. The invoice amount must be credited to the account specified in the invoice by the due date at the latest. The use of the product is only permitted on a revocable basis until the product has been paid in full. In particular, Nuki may postpone the performance of those services for which the customer is in default of payment.
6. The date of receipt of payment shall be the date on which the amount is received by Nuki or the value of the amount is credited to the bank account of Nuki as stated on the invoice. In case of late payment by the customers, Nuki is entitled to charge the statutory default interest, starting on the 15th day from the invoice date, unless higher costs have been incurred. The customer shall bear the costs of reminders, information and other costs associated with the enforcement of such payments. The right of Nuki to assert further claims for damages is not limited by this.
7. We offer various payment methods in our shop. You can find more information about this [here](#). The customer has to bear all charges for payment transactions.
8. The customer waives the right to offset any counterclaims against claims for payment of Nuki, unless these counterclaims have either been acknowledged by Nuki in writing or have been assessed by a court of law.
9. All tax liabilities arising from the contractual relationship with Nuki, with the exception of income tax, shall be borne by the clients. Nuki shall be indemnified and held without damages or complaints against unjustified claims in respect of such duties.

§ 4 Terms of delivery

1. Delivery is normally made within seven working days from the date when the order was placed, but in any case within 30 days of the order date. Should Nuki not be able to accept an order, for example due to the unavailability of a product, the customer will be informed immediately.
2. Nuki reserves the right to offer and sell products within the scope of a so-called “pre-sale”. In this case, payment for the goods is made in the course of the ordering process, although the goods are not delivered to the customer until some time later. By ordering and paying for the goods, the customer secures the right to the purchase and delivery of a product at the pre-sale.



In this case, the customers will be notified in an electronic order confirmation of the expected delivery period and any delivery conditions that deviate from these GTC. Shortly before delivery, the customer will then be informed of the exact delivery date. The 14-day period for the duty to withdraw from the contract pursuant to § 4 (1) shall only commence upon receipt of the goods.

3. Deliveries are made to the address given by the customer when registering for the webshop. Unfortunately, Nuki is not able to change the address given once the order has been received. The customer shall bear all costs arising from incorrect, incomplete or unclear information that it has provided.
4. We invoice our delivery and shipping costs in addition to the stated final prices of the respective goods as follows (in each case including VAT). For deliveries to non-EU countries, the prices stated are to be understood as net prices. For international deliveries to certain EU countries or non-EU countries, separate customs or import costs may be incurred. These are to be borne by the purchaser and are not included in the purchase price.
 1. We charge 10 euros per order for packaging and freight for a standard delivery to EU member states.
 2. Depending on the region, we charge 15, 25 or 35 euros per order for packaging and freight for a standard delivery to other non-EU countries. Details are shown in the shopping basket.

We reserve the right to adjust the prices for delivery and shipping costs at any time (e.g. in the case of promotions). Orders that have already been placed are excluded from any price changes. The costs incurred are based on the prices stated at the time when the contract is concluded.

We offer free shipping for orders with a value of 50 euros or more.

§ 5 Transfer of risk for delivery to customers

In case of shipment of the goods, the risk of loss or damage of the goods shall pass to the customer only as soon as the goods are delivered to the customer or to a third party other than the carrier designated by the customer. If, however, the customer has concluded the contract of carriage himself/herself without making use of a selection option proposed by Nuki, the risk shall pass to the carrier once the goods are handed over.

Section 2 – Terms of use of our website and applications

§ 6 Area of application

Section 2 of these Terms and Conditions governs the use of the website, including any (sub-) domains or applications.

1. **Apps:** Nuki offers Apps for iOS, Android and for other smartphones worldwide in the future. These applications can be used separately on the smartphone, but also in conjunction with the website. With the consent of the user, the relevant data will be transferred from the smartphone to the website or shared with third parties (e.g. integration of Nuki into other product environments via interfaces).
The user hereby confirms that any costs incurred by the mobile phone provider for the transfer of data from the smartphone to the website may be charged to the user. General information and regulations on “mobile applications” can be found under § 12.
2. **Website:** The following services are associated with the provision of the website and member accounts:
 1. granting user-defined access and usage options,
 2. interactive editing and ongoing maintenance of the website



3. conversion and implementation of generated data (content) on the website.
3. **User facilities:** provision of an individual membership account; users can access their data stored in the system independently at any time.
4. **Newsletter:** Our newsletter informs users about the current product range, promotions and other developments at Nuki. The website offers users the option of registering for the newsletter. All users are free to unsubscribe from the newsletter; we provide a corresponding unsubscribe option with each newsletter sent. After opting out, the user will not receive any further newsletters from Nuki.

§ 7 Duties of users

1. Users undertake to use the website and all services/products of Nuki in accordance with their intended purpose and in accordance with the contract. Users are also responsible for using the membership account in a legally compliant manner.
2. Users are prohibited from using software, data or (technical) equipment that could potentially impair the functions of the website or the product range in any way. The same applies to the use of the membership account.
3. Nuki must be notified of any changes to the system requirements within the user's sphere of influence in good time before the service is provided.
4. Where necessary, users shall provide in good time and free of charge all documents, information and facilities from their sphere which are necessary for the performance of the services owed by Nuki and shall furthermore request in good time the cooperation or provision of services by third parties which are a prerequisite for the performance of the services by Nuki. All the information and data required in the course of registration must be provided completely and truthfully. The user acknowledges that registration as a member and the provision of (personal) data in connection with such registration is a prerequisite for the use of certain services/products of Nuki (for more details on registration, see § 8).
5. In the event that the user does not provide or request cooperation or provision of services in due time, Nuki may be delayed or limited in the provision of such services. Nuki accepts no responsibility for any wasted expenditure or damage caused by this.
6. Users who subscribe to the newsletter must inform Nuki immediately in writing of any changes to their company and its legal form and address. If this notification of change is not made, documents shall be deemed to have been received if they were sent to the address or paying agent last notified by the member.
7. Should a company already exist, the user grants Nuki the right to include the company name or any logo or trademark in a list of partners or references and to publicly announce this business relationship with Nuki.

§ 8 Membership accounts

1. The use of the product range and all related services of Nuki is only possible with prior registration and upon agreement to these GTC and the data protection provisions in the currently valid version.
2. Every duly registered member receives access to his or her own member account, which is created for an unlimited period of time. Nuki reserves the right to reject members without giving any reasons. In such cases, all data already submitted will be deleted immediately.
3. In the course of registering on the website, each member must disclose certain data in order to ensure individualised and secure access to the membership account and the services of Nuki.



4. Data to be disclosed in the course of registration includes the first name, last name, date of birth and a valid email address of a member. When purchasing a Nuki Smart Lock, you must also specify whether the door lock system is to be used in a single-family home or in the apartment door of a multi-party building. Use of the Nuki Smart Lock in the front door of an apartment building requires that the member provides the residential address where the Nuki Smart Lock is to be used (street, house number, staircase and door number). Nuki can request further data/information in an information sheet which has to be completed when ordering the Smart Lock.
5. The data requested by Nuki must be provided completely and correctly, unless this information is designated as being voluntary. Registration is only possible with the proper name, but not with imaginary names or pseudonyms. Should the personal data of the user change, including their place of residence, this data must be updated immediately. In order to verify the residential address of the user, an activation code which is needed in order to be able to use the Nuki Smart Lock will be sent by post to the address provided during registration or which is shown on the user profile of his or her membership account. Only after receipt and activation of the activation code can the Nuki Smart Lock be accessed by authorised users.
6. Users must provide a valid email address for correspondence with Nuki and agree to receive legally relevant messages at this email address. The email address selected must not violate applicable law, morality or the rights of third parties. In addition, the email address of the user must not contain the term Nuki or a similar designation that can be associated with Nuki or our services and product portfolio, nor an Internet address or other contact information (e.g. telephone number).
7. The contact data and addresses provided in the course of registration on the website must be provided completely and truthfully and must always be kept up to date. This also applies to the access data provided by Nuki. Should registration and access data be passed on (e.g. to **authorised users**; see § 8 para. 10), this shall be done at the user's own responsibility.
8. Passwords and user names may not violate applicable law or morality or infringe the rights of third parties. In addition, the email address of the user must not contain the term Nuki "or a similar designation that can be associated with Nuki or the product range, nor an Internet address or other contact information (e.g. telephone number). The username must be kept secret. The user is responsible for passing on any names and he/she does so at his/her own risk. In the event of a request to communicate or enter a user name, the member must check whether this request originates from Nuki or third parties authorised to do so. This is to prevent the spying out of access data and misuse of the membership account.
9. The non-disclosure and proper use of an email address including password as well as the username is the sole responsibility of the member. The use of foreign usernames and passwords as well as a membership account are not permitted subject to explicit authorisation by the registered member.
10. Users can only open one membership account. However, members are free to allow third parties (so-called "**Authorised Users**") to (temporarily) use the product range. In this case, the authorised user will be sent an invitation and will then be able to access the product and/or other Nuki services on the basis of the access codes sent for this purpose. Authorised users may only use the product range to the extent intended by the member concerned. An authorised user may also be granted access to a membership account. The release of user data associated with this is done at the user's own responsibility. In this case, the authorised users are given the opportunity to access the relevant membership account or the data and information contained in it via individual interfaces ("channels"). The use of individual interfaces (channels) is the sole responsibility of the persons involved. Nuki does not accept any liability for the content communicated via channels or any misuse of data.
11. In order to maintain data security, members are responsible for handling personal data with care and should only grant access to their own data to those persons (authorised users) with whom they already have a close relationship; regularly saving important personal data externally, e.g. on storage media, hard drives or in the cloud. Nuki assumes no guarantee and/or liability for lost or damaged data.



12. By registering and setting up a membership account, the member confirms that he/she has sufficient legal capacity under the provisions of the applicable law to use the services and products of Nuki as agreed. Persons under the age of 14 are not permitted to use the product portfolio. The user undertakes not to grant access to the services to persons under the age of 14 or to assist them in accessing the services.
13. The services and products of Nuki are to be used by the members in accordance with these GTC and in compliance with the applicable legal provisions. The product portfolio may also only be used for the agreed purposes and only to the extent of the acquired authorisation of use. No access is permitted (e.g. with the aid of third-party software) to functions and databases outside the input masks and interfaces provided for this purpose. The use or application of electronic or automated Apps (e.g. web crawlers, robots, spiders or comparable applications), irrespective of their configuration or purpose, is also not permitted. In addition, any commercial use, editing and/or modification of the product portfolio (including the content provided via the website or in newsletters) is prohibited. Nuki shall be indemnified and shall not be held liable for any damages resulting from non-compliance with contractual terms of use.
14. User or registration data must be protected against unauthorised access by third parties, misuse or fraudulent use. Nuki must be informed immediately by email at contact@nuki.io of any form of unauthorised use that the user has become aware of or of any other breach of the GTC or of the confidentiality or data security obligations. If, in the opinion of Nuki, there are indications that third parties are using access to a member account without authorisation or are violating the GTC, access to these member accounts can be blocked until the matter has been clarified or, if necessary, this may also be permanent.
15. Every member undertakes
 1. to store, publish, transmit and distribute only those contents (e.g. photos, images, texts, representations or videos) on the membership account which he/she is authorised to distribute. This is the case no matter whether the member (i) is either the owner:in of these contents himself/herself or (ii) has effectively obtained all necessary rights, licences, consents or the like. This also applies to content protected by copyright, such as company logos and trademarks. The member is exclusively responsible for such content, and, in accordance with the contract, is also responsible for the use of the website/member account by authorised users legitimised by him/her;
 2. not to use any racist, insulting, discriminatory, defamatory, sexual, violent or other illegal content;
 3. not to make any disruptive interventions to the Nuki network by means of technical or electronic aids, in particular hacking attempts, brute force attacks, infiltration of viruses/worms/Trojans and other disruption attempts affecting the software and hardware of Nuki;
 4. not to copy, distribute and transmit accessible data without the express consent of the respective rightful owners or to read them with technical aids such as crawlers or bots;
 5. subject to approval by Nuki, not to transfer his membership account to third parties.
16. In the event of non-compliance with the terms of use or infringement of legal (data protection) provisions, Nuki is entitled, at its own discretion,
 1. to block users permanently or temporarily from accessing the website;
 2. to cancel the access data of the member concerned temporarily or permanently and to block his/her membership account;
 3. to delete illegal content from the website/membership account.



§ 9 Termination of use & exclusion

1. Members are entitled to duly terminate their membership under the relevant account settings. The membership account must be confirmed once before it can be permanently deleted.
2. If the use of the products/services of Nuki is inappropriate or contrary to the provisions of the GTC (e.g. in the event of gross violations of the user obligations as set out in these GTC and in the documents cited there), Nuki is entitled to immediately terminate the contractual relationship with the user or to block and/or delete an already registered membership account. Nuki may also block and/or delete a membership account if (i) a registration is not fully completed by the member (e.g. incomplete entry of the required registration data) or (ii) no use is made of the membership account in question for a period of at least 12 calendar months.
3. After termination of a contract with the users and deletion of a membership account, Nuki may save, archive or review user content for a reasonable commercial time period. Nuki is also entitled to safeguard user content in anonymised form and to continue to use, store, present, reproduce, edit and make available user content stored or shared by other users.
4. At the request of the user, all personal data concerning the user will be permanently deleted. You can find out more details about this in our [privacy policy](#).
5. Even after termination of the contract, Nuki is entitled to a simple right of use, reproduction and exploitation of those contents which have been made public.

§ 10 Remuneration

Unless otherwise agreed, our services are subject to payment. By registering, users agree to being charged for the services we render.

§ 11 Software

1. Should users be supplied with software, they are granted a non-exclusive, non-transferable and non-exploitable (e.g. through the granting of sub-licences) licence for the duration of and for the purposes of using the services for their private use and in accordance with any End User Terms and Conditions.
2. With the exception of the right to make a backup copy, users are prohibited (to the extent permitted by law) from reproducing, publishing, distributing or otherwise making the software or related documentation available to third parties beyond normal use.

§ 12 Mobile applications

1. An internet access as well as an appropriate, up-to-date end device including browser are required in order to be able to use our Apps, and these end devices must have the technical capacities for the graphic display of the App or website. A considerable volume of data is required in order to be able to use the services and products of Nuki. This can lead to costs, especially in the case of mobile use. This is why Nuki recommends that you have a flat rate. All costs and risks of internet data traffic are borne exclusively by the user.
2. Users are aware that, due to the technical structure of the Internet, complete protection against viruses, Trojans, spyware, etc. can never be guaranteed. This is why Nuki cannot guarantee such protection. Nuki does not guarantee a certain availability of services and products and expressly reserves the right to interrupt them for technical or other reasons.



3. Nuki cannot guarantee uninterrupted and error-free access to our Apps at all times. Nuki is not liable for disruptions or impairments that are not within the sphere of Nuki. The user is responsible for regularly updating the software used, making regular data backups, ensuring up-to-date virus protection and effective firewall systems.

Section 3 – General provisions

§ 13 Warranty, liability and compensation

1. Nuki guarantees that the software and hardware which are the subject matter of the contract are in an operational condition at the time of performance and that they comply with the usually assumed properties and state-of-the-art technology at that time. However, the customer is aware that it is not possible to provide a completely error-free state-of-the-art computer service due to program errors.
2. Nuki does not provide any warranty for errors or for other failures of performance,
 1. which are due to faults in the hardware, the operating system or the software of other manufacturers which are not attributable to Nuki;
 2. which are due to normal wear and tear or which were caused by an application error or improper operation on the part of the customer, and which could have been avoided if the product had been used properly and carefully;
 3. which have occurred as a result of (i) modified operating system components, interfaces and parameters, (ii) use of unsuitable organisational means and data carriers, insofar as such are prescribed, (iii) atypical operating conditions (in particular deviation from the installation and storage conditions) and (iv) transport damage;
 4. which are caused by viruses or other external influences for which Nuki is not responsible, such as fire, accidents, power failure, etc;
 5. which are due to transmission errors on data carriers or on the Internet.
3. Nuki does not assume any warranty for normal wear and tear of the goods or for defects caused by improper handling. Should the replacement or improvement not be feasible (not possible, too much effort, unreasonable, creditor default), the customer shall be entitled to a price reduction or, if the defect is not insignificant, cancellation of the contract (rescission). Insofar as it is not a customer transaction, any compensation for consequential (defect) damage as well as other material damage, financial loss and claims by third parties against the customer, is excluded.
4. In addition, Nuki does not provide any guarantee for external links, banners or other information and advertising offers that may be placed for users. Any legal transactions that ensue between users and third-party providers, e.g. via linked pages or banners, lead to contractual relationships exclusively between these two parties. Nuki accepts no responsibility for the performance of third-party providers.
5. Within the scope of the statutory provisions, Nuki shall be liable for damage caused by organs, employees, persons employed in performing a contract or other persons employed in performing a contract for the contracting partner only insofar as intent or gross negligence can be proven. Liability for slight negligence is excluded, except for damage to life and limb.
6. With the exception of cases prescribed by law, neither Nuki nor the companies affiliated with Nuki are liable for damages that may arise from the use of the product range. This also applies to damages that may result from errors, problems, viruses or loss of data.



7. In addition, Nuki does not accept any liability whatsoever for the material offered for download or the material that users have received as a result of using the services on the website. The user is solely liable for any damage it may cause to its IT infrastructure or for the loss of data due to the downloading of any material related to the service from the website.
8. Users assume full liability for any claim, action, judicial, extrajudicial or otherwise, arising out of or in any way connected with conflicts with other users. Under no circumstances and in no way whatsoever shall Nuki be liable for the acts or omissions of any other user, including any damages arising from said acts or omissions. The user acknowledges and accepts this.
9. Events of force majeure which make the performance of contractual services considerably more difficult or impossible shall entitle Nuki to postpone the fulfilment of contractual obligations for the duration of this hindrance and shall allow for a reasonable start-up period. Force majeure includes strikes, lock-outs, official intervention for which Nuki is not responsible and similar circumstances, insofar as they are unforeseeable, beyond Nuki's control, serious and not the fault of Nuki. Any liability on the part of Nuki is also excluded in these cases.

§ 14 Granting of rights to content

1. Nuki permits its users to use the product range in accordance with the legal provisions and the provisions of these GTC in order to upload, store, publish, distribute, transmit and share content with other users.
2. The users agree that they may be confronted with offers and/or advertising messages tailored to them through automatic evaluation of their user behaviour.
3. Users are in agreement that advertising may also take place in the environment of the created content, which will be marketed by Nuki.
4. At its sole discretion, Nuki is entitled to store content and to disclose it to third parties to the extent required by law or necessary and legally permissible in order to
 1. comply with legal provisions, judicial or official orders;
 2. ensure compliance with these Terms and Conditions;
 3. respond to claims of infringement by third parties; or
 4. protect the rights, property or personal safety of Nuki, its users or the general public.
5. Users grant Nuki an irrevocable, gratuitous, non-exclusive but unrestricted right of use to all content generated, transmitted, stored and published by them. This is why Nuki is entitled to use all content, regardless of the type of use, within the scope of the Nuki offer, as well as within the scope of any other activity of Nuki or a company affiliated with Nuki. This also includes the right to change and edit the content, as long as this does not affect the legitimate interests of the users. In this context, users grant Nuki the moral rights of the author. Nuki will, as far as possible, draw attention to the fact that the content originates from users in the case of the use of created content outside the website.
6. For this reason, users guarantee that all content provided and communicated via the website
 1. is their (intellectual) property and/or they have been duly authorised by the entitled third parties to use the relevant content via the website;
 2. is free from third party rights – in particular intellectual property rights;
 3. does not result from a breach of applicable law or other binding statutes and
 4. is also not capable of giving rise to any legal liabilities whatsoever on the part of Nuki.



7. The users shall indemnify Nuki against all claims made by third parties against Nuki due to an infringement of their rights as a result of the content posted by users within the Nuki network or through any other use of the applications available via the Nuki network. Should this be the case, the users shall bear the costs of any legal defence necessary on the part of Nuki, including all court costs and lawyers' fees in the statutory amount. This does not apply if the infringement of rights is not attributable to any culpable conduct on the part of the users.
8. In the event of a claim by a third party, the users are obliged to inform Nuki immediately, truthfully and completely of all the information available to them which is necessary for an examination of the claims and for defence. Any further claims for damages by Nuki against the users remain unaffected.
9. Nuki does not claim ownership of any content. Nuki will not exercise any supervisory role over content created by users.
10. Nuki reserves the right to delete content created by users without giving reasons. In this case, the users will be informed and, if necessary, prosecuted by Nuki in the event of a violation of these GTC.
11. In addition, Nuki accepts no liability for incorrectly created content by users.

§ 15 Right of rescission

1. Pursuant to the Consumer Protection Act (KschG), the statutory right of rescission for online purchases in the EU is 14 days for consumers. Since we want you to be satisfied with our products and to be able to test them sufficiently, we grant a total period of 30 days from receipt of the goods for the return of goods.
2. Within this period you can return products from your order for a refund. Upon receipt of the returned goods, we will refund the amount within 14 working days. We will use the same method for payment of the refund as you used to pay for your order.
3. Returning an order: You can return and cancel your order or an individual item via the "My Account" area. Cancellation is possible as soon as the package has been shipped. Of course, there is no charge for returning goods. However, it must be shipped within 14 days at the latest from the declaration of revocation. Should the goods be damaged or impaired by signs of use, Nuki will charge an appropriate fee for the reduction in value. The same applies if accessories (manuals, user descriptions, software, etc...) are missing when the goods are returned.
4. Note: Are you outside of the EU? Please be sure to take the printed import invoice that you received from the parcel service with you when you hand in your parcel.
5. The purchase price must then be refunded within 14 working days of receipt of your returned shipment.
6. The right of rescission does not apply to software that has been unsealed by the customer. For performances that have been transmitted online (e.g. software), the period for the right of withdrawal begins with the activation of the performance or ends with the free test phase. Upon conclusion of the contract, customers confirm that they have been informed of their legal right of rescission.
7. The right of rescission also applies in the context of an advance sale of goods by Nuki (see § 4 para. 2).



§ 16 Data protection

Users are requested to observe the separate privacy policy of Nuki, available at <https://nuki.io/en/service/privacy/>.

§ 17 Miscellaneous

1. These GTC are subject to Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. For any disputes arising from or in connection with the GTC, the jurisdiction of the competent court in Graz is deemed to be agreed.
2. Nuki is entitled to amend these GTCs at any time and will inform the users in writing of the amendments and the date on which they are intended to take effect but at the latest at least one month before the date on which the amended GTCs are intended to take effect. Users may object to the changes. If no objection is made by the time of the intended entry into force, the amended GTC shall become effective upon the announced date.
3. Amendments and supplements to these GTC and other agreements are only valid if they have been confirmed in writing by Nuki.
4. If individual provisions of the GTC (in particular the provisions of the Consumer Protection Act, KSchG) are or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose economic purpose and economic result comes as close as possible to the provision to be replaced and meets the original intention of the contracting parties. The contracting parties undertake to promptly draw up and sign this replacement provision in writing.

Pro Partner Agreement:

This agreement supplements the General Terms and Conditions of Nuki, which you can [view on our website at any time](#).

Register your return shipment via our website, you can find more information [here](#). We will refund the goods upon receipt of the notified return shipment.