

Our General Terms and Conditions:

Status: 25.06.12

Here you will find important information about making a purchase from myToys.com - if you purchase from us, you do so without any risk. Please carefully read through our terms and conditions as they govern the contractual relationship between you and myToys.com.

1. You purchase products from myToys.com on a trial basis, which means you can return goods which are supplied to you within 14 days of receiving them without needing to specify any reasons for doing so. The purchase agreement/credit purchase agreement becomes binding through your acceptance after receiving the goods. You shall be deemed to have accepted the goods if you do not send us a notification to the contrary or return the delivered goods to us within the 14-day acceptance deadline. After acceptance, you shall also enjoy the right of cancellation which is described below.
2. Cancellation policy

Right of cancellation

You may cancel your contractual agreement within a period of 14 days without specifying any reasons in writing (e.g. letter, fax, e-mail), or - if the goods are handed over to you before the deadline period expires - by sending back the goods. The deadline period commences binding through your acceptance after receiving the goods. You shall be deemed to have accepted the goods if you do not send us a notification to the contrary or return the delivered goods to us within the 14-day acceptance deadline. After acceptance, you shall also enjoy the right of cancellation which is described below.

Notice of cancellation must be sent to myToys.de GmbH, Bergmannstraße 72, 10961 Berlin, Germany, fax: 030/726201-444, e-mail: service@mytoys.com. In accordance with Section 312d paragraph 4 of the German Civil Code, the right of cancellation does not apply, among other things, to contracts to supply audio or video recordings or software in the event that the data storage media which are supplied have been unsealed by the consumer. The goods must be returned to: Returns Department, myToys.de GmbH, Hafenstr. 13 Tor 7, 63450 Hanau. Within Germany goods which will fit in a parcel may also be returned to Hermes, which will collect the goods from you (you can place an order for collection on the internet at <http://www.myToys.de/meinkonto>) or in a parcel shop (you can find the addresses on the internet at www.hermespaketshop.de).

Consequences of cancellation

In the event of effective cancellation, the services which have been received by both parties must be returned and any uses which may have been accrued (e.g. interest) must be surrendered. If you are unable to return or surrender the received service and uses (e.g. use benefits) to us in whole or in part or are only able to return it/them in a deteriorated condition, you must pay us compensation in respect of this. You must only pay compensation for the deterioration of the item and for any uses which may have been accrued to the extent that the uses or the deterioration can be attributed to a circumstance with the item which extends beyond the checking of the properties and the functioning. "Checking the properties and the functioning" is understood to mean testing and trying out the respective goods, as is possible and standard practice in a retail store.

Items which can be sent by parcel are to be returned at our expense and our risk. Goods which cannot be sent by parcel will be collected from you by Hermes (see above). Obligations to reimburse payments must be fulfilled within 30 days. The deadline shall commence for you when you send in your notice of cancellation or the item, and for us it shall commence with receipt thereof.

Special notes

If you finance this agreement with a loan and you cancel it at a later date, you shall also no longer be tied to the loan agreement if both agreements form one commercial unit. This is to be assumed in particular if we are also your loan provider or if your loan provider seeks our cooperation in relation to the financing. If the loan has already accrued to us when the cancellation or return of goods becomes effective, your loan provider shall take over our rights and obligations arising from the financed agreement in relation to you in respect of the legal consequences of cancellation or return. The latter shall not apply if the present agreement relates to the acquisition of financial instruments (e.g. of securities, foreign currency or derivatives). If you want to avoid a contractual commitment as far as possible, you should make use of your right of cancellation and also cancel the loan agreement if you also enjoy a right of cancellation in respect of this.

End of the cancellation policy

3. Orders and deliveries are possible within Germany, and also to Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, Great Britain, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden. As a general rule, delivery will be made by Hermes or the courier company we instruct (for courier articles) in Germany and by DHL in all other countries. Articles will only be dispensed in quantities which are normal for household use and only to end consumers. Our prices include statutory value added tax.
4. The flat-rate charge for shipping costs levied by myToys.com is € 2.95 for deliveries made in Germany (regardless of the order value).

As shipments of goods abroad incur considerably higher costs, the flat-rate charge for shipping costs is governed by the following zones:

Zone 1: € 5.95 (Austria, Belgium, Netherlands)
Zone 2: € 6.95 (Denmark)
Zone 3: € 11.95 (Czech Republic, Great Britain, Hungary, Ireland, Italy, Poland, Slovakia, Slovenia, Sweden)
Zone 4: € 13.95 (Estonia, Finland, Latvia, Lithuania)
Zone 5: € 15.95 (Bulgaria, Cyprus, Greece, Malta, Portugal, Romania, Spain)
5. If an order contains particularly bulky or heavy articles and therefore needs to be delivered by a courier, we levy a separate courier surcharge of € 5.00. In the case of express shipments, we charge an express surcharge of € 5.00 (only possible with products and shipments which are labelled accordingly). Bulky goods and express shipments can only be sent in Germany.
6. Payment may essentially be made by credit card or PayPal. There is no possibility of a discount for early payment. If you default on payment, we will send out reminders - sending these by e-mail or post will be equally permissible. Please note that this will result in reminder fees, which will be passed on to you.
7. Retention of title: The goods shall remain our property until full payment has been received.

8. If articles which are delivered display obvious material or manufacturing defects, including damage sustained during transportation, please make a complaint about such defects immediately to us or the Hermes employee who delivers the articles. However, failure to give notice of defects shall not have any implications for your statutory rights. All defects to the purchased item which occur during the statutory warranty period shall be governed, at your choice, by the statutory claims to supplementary performance, to rectification of the defect/a new delivery and also - if the statutory preconditions are met - the further claims to reduction or withdrawal as well as to compensation, including reimbursement for the damage caused in lieu of supplementary performance and also reimbursement for your wasted expenditure. If we grant you a vendor warranty, the details of this shall be outlined by the guarantee conditions which are enclosed with the respective article that is delivered. Guarantee claims shall exist without prejudice to the statutory claims/rights.

If an article cannot be delivered, we shall pledge to notify you immediately about its non-availability and reimburse any services which may have been received in return immediately.

9. The myToys.com website contains links to other sites on the internet. The policy in respect of all these links is that myToys.com explicitly declares that it has no influence whatsoever on the design and content of the linked website. We therefore hereby distance ourselves explicitly from all of the content on third-party websites and do not espouse such content. This policy applies to all of the links which are displayed and to all of the content on the websites to which links lead.
10. The order text is not stored by us and can no longer be retrieved after the order process has been completed. However, you may print out your order details immediately after submitting your order.
11. All image rights rest with myToys.de GmbH or its partners. Any use without express permission is prohibited.
12. If legally permissible, the law of the Federal Republic of Germany shall apply to the exclusion of the Introductory Act to the German Civil Code (EGBGB).
13. Supplier identification: myToys.de GmbH
Bergmannstraße 72
10961 Berlin
E-mail: service@mytoys.com
Tel.: +49 (0)30 726 201 - 448
represented by:
Dr. Oliver Lederle
Virpy Richter
Alexander Lederle
District Court Berlin Charlottenburg HRB 77235
VAT identification number: DE 812 782 776

DATA PRIVACY NOTICE

With all aspects of data processing (for example collecting, processing and transferring data), we act in accordance with the statutory regulations. Your data which is required to handle the commercial transaction is stored and passed on to service providers that are commissioned by us to the extent necessary to process the order. Within the framework of what is legally permissible and taking account of your respective justifiable interests to the exclusion of transfer or use, when orders are placed we shall be entitled, in order to perform a credit check, to request and to pass on address and creditworthiness data to other Group mail-order companies and Group service companies and also, if appropriate, to Creditreform Boniversum GmbH, Hellersbergstr. 11, 41460 Neuss. In Austria, we obtain credit rating information from the company Deltavista GmbH, Diefenbachgasse 35, 1150 Vienna. For Switzerland, we gather credit rating information via the company deltavista AG, Gustav-Siber-Weg 4, 8700 Küsnacht. With first orders on account and purchases with payment by instalments, we also use, in addition to other credit rating data, address data so that we can assess the risk of payments not being made in individual cases. In addition, address and order data is collected and processed for our own marketing purposes. For external marketing purposes, data is only passed on where this is legally allowed (generally published data and certain data which is compiled in lists in accordance with Section 28 para 3 no. 3 (old version) and Section 47 no. 2 (new version) of the German Data Protection Act and in accordance with Section 28 para. 3 p. 2 and p.4 (new version) of the German Data Protection Act).

Integration of Social Plugins

To make www.mytoys.com more personal, social plugins from Facebook are in action. For this we use the "LIKE"-button. It is part of an offer from the American company Facebook Inc. (1601 S. California Ave, Palo Alto, CA 94304, USA). Additionally, the "+1" button from Google Inc. is also in action (1600 Amphitheatre Parkway, Mountain View, CA 94042, USA).

If you visit a site on www.mytoys.com, which includes such a plugin, your web browser makes a connection with Facebook or Google respectively and the content will be loaded from Facebook or Google. Through this your visit to www.mytoys.com can be kept tracked of by Facebook or Google respectively, when you have an account by Facebook or Google and you have visited a site with Facebook social plugins or Google +1 social plugins. Furthermore Facebook and Google respectively, receive direct information, when you use one of the social plugins (e.g. click on the LIKE-button or the +1 button). This is a necessary step in order to share the information with others. We have no influence of the content of the plugins and the transmission of information on Facebook or Google. Facebook provides detailed information, in their Private Policy, to the extent, type, purpose and further processing of your data ([data use policy Facebook](#)). Here you can find further information in regards to your rights and your individual settings options to protect your privacy on Facebook. Google's privacy policy can be found here ([data use policy Google](#)).

By logging out of Facebook or Google prior to visiting www.mytoys.com and by deleting your saved cookies you can prevent Facebook or Google from collecting information about yourself during your visit to www.mytoys.com (You can find more information about cookies [here](#)).

Note: You can object to the use, processing and transfer of your personal data for marketing purposes at any time by sending an informal message to noinfo@mytoys.de or sending a letter by post to myToys.de GmbH, Bergmannstraße 72, 10961 Berlin. However, this does not apply to the data which is required for handling your order. Once we receive your notice of objection, we will no longer use, process or transfer the data in question for purposes other than handling your order, and we will stop sending you any further advertising material, including our catalogues. You can also obtain further information about data protection by consulting our data privacy policy.