Neawolf Media Group
Reinhardstr. 1b
52078 Aachen, Germany

Terms & Conditions

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Only the German version is legally binding. Place of jurisdiction: Aachen, Germany.

In case of conflict with other language versions, the German wording prevails.

PART A · GENERAL PROVISIONS (GLOBAL GENERAL TERMS)

1. Scope & Contracting Party

Contracting party and provider is Sven Schmidt, sole proprietorship (not listed in the German commercial register), trading as Neawolf Media Group, Reinhardstr. 1b, 52078 Aachen, Germany (VAT ID DE323880906). These Terms apply to all websites, platforms, shops, and services of Neawolf Media Group and its five divisions: NationFiles Intelligence (nationfiles.com), Neawolf Publishing (neawolf-publishing.com), Neawolf Records (neawolf-records.com), Neawolf Broadcast (neawolf-broadcast.com), and Neawolf Commerce/Shop (neawolf-shop.com), including holding domains (neawolf.group, neawolf.cloud) and affiliated alias domains. We distinguish between consumers within the meaning of Section 13 German Civil Code (B2C) and entrepreneurs within the meaning of Section 14 German Civil Code (B2B). Additional rules for business customers apply as stated in the relevant parts; mandatory consumer protection law remains unaffected for consumers.

2. Subject Matter & Hierarchy

The subject matter comprises content, products, licenses, and services provided via the domains listed above. These Terms apply uniformly to all global domains and brand presences unless expressly agreed otherwise in individual contracts. In case of conflict between general provisions (Part A) and division-specific rules (Parts B–D), the specific rules of the relevant division prevail. Individual agreements, order confirmations, or separate license agreements take precedence over these Terms where they contain expressly deviating provisions.

3. Account Registration & Security (SSO/Login)

Digital services may require registration or login via a central account (Single Sign-On). Users must provide truthful, complete, and current information during registration and update it promptly when it changes. Credentials must be kept confidential; sharing with third parties and account sharing — i.e. joint use of one account by multiple persons — is prohibited, especially for Intelligence services with personalized data and API access. If we suspect abuse, unauthorized access, or breach of these Terms, we may temporarily suspend accounts, revoke access, or permanently delete accounts. Report abuse to abuse@neawolf.com.

4. Cookies & Session Management

Our websites and services use cookies and similar technologies (e.g., session IDs, local storage) for authentication, session management, and delivery of personalized content. Technically necessary cookies (session, device identification, consent) have a validity of up to 365 days. Analytics and marketing cookies are only set after express consent (GDPR Art. 6(1)(a)). You may adjust your cookie settings at any time via the cookie banner or privacy settings. For more information, see our Privacy Policy at /company/privacy/. Network-wide use: device identification and consent are synchronized across affiliated domains without tracking-based redirects.

PART B · NEAWOLF COMMERCE & PUBLISHING

4. Contract Formation & Ordering

In the Neawolf Commerce ecosystem (Shopify), products displayed in the shop do not constitute a legally binding offer but a non-binding invitation to place an order. By submitting an order, the customer makes a binding offer to purchase the items in the cart. The contract is formed only upon dispatch of the order confirmation by email or upon dispatch of the goods. We may reject orders if goods are unavailable, pricing errors exist, payment failure is likely, or there are justified doubts as to the customer's creditworthiness or entitlement. For digital publishing products (e-books, audio downloads), Section 7 on digital content applies additionally.

5. Prices, Taxes & Duties

All prices shown in the shop for deliveries within the European Union include applicable statutory VAT (7% reduced rate for books and e-books under German VAT Act § 12(2) No. 1; 19% standard rate for CDs, digital music, and merchandise) unless expressly marked as net. For books with first German distribution, the German Fixed Book Price Act (BuchPrG § 5) applies; prices are uniform across all points of sale. For deliveries to the United States of America (USA), export is made as tax-free export delivery under German VAT Act § 4 No. 1a, § 6 (no German VAT shown); no local sales tax is levied. Deliveries to other third countries: prices excluding German VAT per § 3a(2) German VAT Act (place-of-supply rule); local taxes, import duties, customs charges, and processing fees are borne by the recipient (DAP terms). Company reference for customs and trade processing: EORI DE619557223849904, packaging license (VerpackG): LUCID DE3743601778774.

5a. Payment Methods

Accepted payment methods: PayPal, credit card (Visa, Mastercard, American Express). Available payment methods are displayed at checkout. Payment is due immediately upon contract formation. In case of payment default, statutory default interest applies under German Civil Code § 288 (consumers: 5 percentage points above base rate; business customers: 9 percentage points above base rate).

6. Shipping, Delivery Times & Transfer of Risk

We ship physical goods worldwide where offered at checkout. Shipping costs: Deliveries to Germany, EU, and USA: 5.90 EUR/USD (free for orders 50.00 EUR/USD and above). Deliveries to all other countries worldwide: 9.90 EUR/USD (no free-shipping threshold). Delivery times: Stock items (ready to ship) are usually dispatched within 3 working days after payment receipt. Physical products (books, CDs) are partly produced via print-on-demand (POD) when ordered; in such cases delivery time is 7–14 working days (production + shipping). Specific delivery times are stated in the shop before contract formation. Logistics and product identification use our GS1 infrastructure (Global Company Prefix 42700048635). For consumers in the EU, risk of accidental loss and deterioration passes upon delivery to the consumer or a recipient designated by them. For business customers, risk passes upon handover to the carrier, freight forwarder, or other party appointed to perform shipment.

7. Right of Withdrawal (EU) & Return Policy (USA)

EU consumers: Statutory right of withdrawal under German Civil Code § 355. For distance contracts on physical goods, a 14-day right of withdrawal applies from receipt of the goods. Details, model withdrawal form, and return address are set out in the separate withdrawal notice at /company/withdrawal/. The customer bears return shipping costs. For digital content (audio downloads, e-books, digital music files), the right of withdrawal expires early under § 356(5) German Civil Code if the consumer has expressly agreed before performance begins and has confirmed knowledge that they lose the right of withdrawal once performance begins (download provision). This express consent is obtained in the checkout process via a mandatory checkbox. USA customers (voluntary return policy): Physical goods may be returned within 30 days of receipt in unused, unopened, and resalable condition (original packaging). Return shipment at customer's own cost to the address stated in the shop. Refund is made within 14 days after receipt inspection to the original payment method (excluding shipping costs). Digital goods (e-books, downloads) are excluded from voluntary returns once the download link has been provided. This policy is subject to mandatory statutory consumer protection rights of the respective US state.

8. Retention of Title

Delivered goods remain the property of Neawolf Media Group (Sven Schmidt) until full payment of all claims arising from the respective business relationship. In case of payment default, we may demand return of the goods where permitted by law. The customer must handle the goods with care and notify us promptly of any third-party claims.

PART C · NEAWOLF INTELLIGENCE

9. License & Usage Rights

NationFiles Intelligence and the Naciro Engine provide information, index, analysis, and forecast data as Software-as-a-Service (SaaS) and Data-as-a-Service (DaaS). Registered users receive a simple, non-exclusive, non-transferable, non-sublicensable license for use within the contractually agreed scope — for internal use only and not for redistribution to third parties. Prohibited in particular: automated web scraping, data mining, bulk export, reverse engineering of APIs, circumvention of technical safeguards, and commercial reuse of data without separate written agreement.

10. Availability (SLA)

We target 99.9% annual availability (uptime goal) for the Intelligence platform, delivered via our CDN and cloud network. Maintenance windows ("Scheduled Downtimes") may occur at announced times and do not count as availability failures if communicated in advance. There is no entitlement to uninterrupted availability, specific latency, or error-free data transmission unless expressly agreed in a separate enterprise SLA.

11. Specific Disclaimer (Intelligence)

Geopolitical analyses, sentiment indices, stability scores, forecasts, and all evaluations generated by the Naciro Engine are algorithmic simulations based on modelled and partly external data sources. They do not constitute statements of fact, official warnings, or investment, travel, security, or action recommendations. NationFiles Intelligence is not investment advice within the meaning of the German Securities Trading Act (WpHG). We are not liable for financial losses, travel or investment decisions, operational measures, or other damage based on the data provided. Use is at the user's own risk.

7a. User Votings & Content Moderation (NationFiles Intelligence)

NationFiles Intelligence allows registered users to contribute to the refinement of forecasting models through votings and optional text submissions. We do not proactively monitor all user inputs but reserve the right to remove content or suspend accounts that violate applicable law or our Community Guidelines.

Prohibited Content: Hate speech, defamation, harassment; copyright infringement; spam, manipulated votings, fake accounts; violence glorification, pornographic content; content violating US federal law (DMCA, CDA Section 230).

Notice and Action Procedure (DSA Art. 16): Users may report unlawful content via our reporting form at /company/report/. We review each report promptly and remove unlawful content within a reasonable timeframe (typically 24-72 hours; immediate for obvious crimes). We notify both the reporter and the content creator of the review outcome.

Sanctions: 1st violation: Warning. 2nd violation: Temporary suspension (7 days). 3rd violation or severe violation: Permanent ban. Affected users may appeal moderation decisions (email: support@neawolf.com).

PART D · NEAWOLF RECORDS & BROADCAST

12. Copyright & Intellectual Property (IP)

All audio, video, image, and text works provided under Records and Broadcast are protected by copyright and related rights. Users receive only a non-commercial right to private viewing or listening in the streaming or download format offered. Commercial reuse, sampling, remixing, re-upload to third-party platforms, public performance, or synchronisation (sync) requires a separate B2B license. Reference: Label Code (GVL) LC 101196; ISRC/UPC registration via DE-1VC.

13. DMCA Notice & Takedown Procedure

For alleged copyright infringements on US-relevant services, rights holders should contact our designated DMCA agent (17 U.S.C. § 512(c)(2)):
Sven Schmidt, c/o Neawolf Media Group, Reinhardstr. 1b, 52078 Aachen, Germany.
Email: abuse@neawolf.com

DMCA Registration Number: DMCA-1073236
Notices must include information required under US law (identification of the work, URL of the disputed material, contact details, sworn statement). Repeat infringers may have accounts suspended.

PART E · LIABILITY & WARRANTY

14. Warranty

For consumers in the EU and Germany, statutory warranty for defects applies: 2 years on physical products from delivery; for digital products, users may have a claim to updates where required by law. For business customers, statutory rules apply with shortened limitation periods where permitted. For users in the USA, services and digital content are provided — where permitted by law — "AS IS" and "AS AVAILABLE"; any implied warranty of merchantability and fitness for a particular purpose is disclaimed unless mandatory law provides otherwise.

15. Limitation of Liability

EU/DE: We are fully liable for intent, gross negligence, injury to life, body, or health, and under product liability law. For slightly negligent breach of essential contractual obligations (cardinal duties), liability is limited to foreseeable, typical contract damage; otherwise liability is excluded

where permitted by law. USA: Where permitted by law, we exclude liability for indirect damage, consequential damage, lost profits, data loss, or intangible harm. Total liability is — where permitted — capped at the amount paid by the customer in the twelve (12) months before the event giving rise to the claim for the relevant service.

PART F · DISPUTE RESOLUTION & FINAL PROVISIONS

16. Governing Law & Jurisdiction

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction for merchants, public-law entities, and where there is no general jurisdiction in Germany is Aachen, where permitted by law. Consumers resident in the EU retain mandatory protective provisions of their country of residence where these may not be waived. The German version of these Terms is authoritative; translations are for convenience only.

17. Arbitration & Class Action Waiver (USA)

For users and customers resident in the USA — where enforceable under applicable law — disputes arising from or relating to these Terms or the services provided shall be resolved exclusively by binding arbitration before the American Arbitration Association (AAA) or JAMS, not in an ordinary US court. The user waives participation in class, collective, or representative actions (class action waiver) where permitted by law. Consumers may exercise statutory opt-out rights where available in their state.

18. EU Consumer Dispute Resolution

The EU online dispute resolution (ODR) platform was discontinued on 20 July 2025; a reference or link to ec.europa.eu/consumers/odr/ is no longer permitted or required. Contact: info@neawolf.com (see legal notice). We are not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board (§ 36 VSBG) unless mandatory by law.

19. Severability

If any provision of these Terms is or becomes wholly or partly invalid — e.g. because a US court or arbitral tribunal declares a clause unenforceable — the validity of the remaining provisions is unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision. We may update these Terms as needed; the version published on the website applies.

https://neawolf-records.com/en/company/terms/

As of: 23.05.2026

Only the German version is legally binding.

This page does not replace legal advice and does not constitute official warnings or recommendations. Forecasts and assessments are model-based.

Contact for legal inquiries: see imprint.

Abuse/DMCA: abuse@neawolf.com

Privacy: neawolf-records.com/en/company/privacy/

Legal notice: neawolf-records.com/en/company/legal-notice/

Infrastructure: Processing exclusively in Germany, TLS 1.3, VPC isolation.

Data protection: Processing of personal data in accordance with GDPR; no sharing or use for AI training.

Liability: No liability for external content or derived decisions. No investment advice within the meaning of the German Securities Trading Act (WpHG).

Place of jurisdiction: Aachen, Germany. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

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