

General Terms and Conditions and Customer Information

Disclaimer: This is a translation from German for information purposes only. While we endeavour to provide as accurate a translation as possible, errors cannot be ruled out and only the original German version is legally binding.

1. Applicability
2. Conclusion of Contract
3. Prices and Terms of Payment
4. Delivery and Shipping Conditions
5. Rights of Use for Digital Content
6. Right of Revocation
7. Reservation of Proprietary Rights
8. Liability for Defects
9. Redemption of Vouchers
10. Applicable Law
11. Place of Jurisdiction
12. Information Regarding Online Dispute Resolution

1. Applicability

1.1 The "pocketnavigation.de GmbH" (hereinafter "vendor") General Terms and Conditions (hereinafter "T&C") apply to all contracts concluded between a customer or enterprise (hereinafter "customer") and the vendor regarding the goods offered in the vendor's online shop. Unless other arrangements have been made and agreed upon by both parties, customer terms and conditions are rejected.

1.2 These T&C apply to contracts for the supply of digital content, provided other arrangements have not explicitly been made.

1.3 In these T&C, digital content refers to any digitally generated content provided by the vendor in accordance with these T&S and which is not provided via a physical data carrier.

1.4 A customer is any natural person concluding a contract for purposes which do not predominantly involve their trade, business, craft or profession.

1.5 An enterprise is a natural or legal person, or a private or publicly owned company acting directly or via any third party, concluding a contract for purposes relating to their trade, business, craft or profession.

1.6 Additionally, the POIbase Terms of Use apply, which the user agrees to upon registration with POIbase and which also apply to the present purchase transactions and other legal relationships.

2. Conclusion of Contract

2.1 The presentation of goods, especially in the online shop, does not constitute a binding offer by the vendor.

2.2 Initially, the customer places any relevant items in the shopping cart. The order process as such commences in the next step, during which all required data is collected. At the end of the order process, a summary of the order and contract details is presented. The order is only binding once the customer has confirmed the relevant details by activating the confirmation button.

2.3 The vendor accepts the customer's order via one of the following:

- written confirmation (i.e. fax or email)

or

- a request for payment once the order has been placed

or

- delivery of the ordered items

Which ever of these alternatives occurs first determines when the order has been accepted.

The period in which the offer can be accepted begins on the day after the order was placed and ends at the end of the fifth day. If the vendor has not accepted the offer within that timeframe, the order is automatically rejected and the client is no longer bound by their declaration of intent.

2.4 The text of the contract made between the vendor and the customer is saved by the vendor on their internal system. The customer can access the T&C here at any time. The order data, cancellation policy and T&C are sent to the client via email. Once an order has been placed, the order

details can be accessed by the customer via their account free of charge, assuming they created an account in the first place.

2.5 All entries made by the customer will be displayed before the final confirmation button and can be adjusted via the back button provided in the browser or the equivalent keyboard or mouse buttons. Additionally, the customer can make use of relevant buttons allowing changes to be made, where applicable.

2.6 The contractual language is German.

2.7 It is up to the customer to provide an accurate email address for the purpose of correspondence and order processing, as well as ensuring that applicable filter options allow emails pertaining to the order to be delivered.

3. Prices and Terms of Payment

3.1 Prices displayed are final and include legal VAT, assuming no other arrangements have been made. Any additional shipping costs are detailed in the product descriptions.

3.2 Deliveries made to non-EU countries may incur further customs duties, taxes or fees which, where applicable, the customer will be required to pay to the relevant customs, tax offices, or financial institutions. Customers are advised to consult the respective institutions or authorities before placing an order.

3.3 Customers can select any payment methods available in the online shop.

3.4 In case of prepayment by bank transfer, payment is due immediately on conclusion of the contract, unless otherwise agreed.

3.5 If "PayPal" is selected, payment is executed via PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg. The Paypal user agreement applies and can be viewed here:
<https://www.paypal.com/ga/webapps/mpp/ua/useragreement-full>

3.6 When selecting PayPal direct debit, payment is made via a SEPA-mandate which must be activated in the customer's Paypal account and the sum will be charged to the linked bank account via Paypal. If the direct debit process cannot proceed due to insufficient funds or incorrect bank data, or if the customer objects to the payment without having the right to do so, the customer is obliged to pay any fees this may incur. This does not affect any other contractual agreements made between the customer and the vendor or any other relevant rights or obligations.

4. Delivery and Shipping Conditions

4.1 Physical items will be dispatched to the address provided by the customer. If Paypal is chosen as a payment method, the address registered in the customer's Paypal account at the time the order is processed will be used.

4.2 Customers are obliged to pay any additional costs incurred to the vendor due to an erroneous address, addressee or any other circumstances preventing delivery of the order, unless the customer is not at fault. The same applies if the customer is temporarily unable to accept the service, unless the vendor provided reasonable prior notice. This excludes the delivery costs if the customer has effectively exercised their right of revocation. In this case, the law or regulations made by the vendor apply.

4.3 Orders may not be collected in person.

4.4 Digital content is provided exclusively via:

- email
- download

4.5 Vouchers are provided via:

- email
- download

5. Rights of Use for Digital Content

5.1 Unless stated otherwise by the vendor in the online store, the customer is granted the non-exclusive, temporally and locally unrestricted right to use the content provided for private purposes only.

5.2 Sharing the acquired content with third parties or making copies thereof for third parties beyond the scope of these T&S is forbidden, unless the vendor has agreed to the licence being transferred to one or more third parties.

5.3 Pursuant to Section 158 (1) of the German Civil Code (BGB), any rights granted are not effective until the customer has paid any fees in full. While the vendor may provisionally grant prior access to the provided content, such provisional permission does not constitute a transfer of rights and may be revoked at any time

5.4 Customer rights regarding the use of downloadable content (such as POI databases) are defined by the **POIbase Terms and Conditions**.

6. Right of Revocation

- 6.1 If the customer is a consumer, they are entitled to the right of revocation.
- 6.2 The vendor's cancellation policy defines the right of revocation.
- 6.3 The right of revocation does not apply to customers who are not residents of an EU country and whose sole place of residence and delivery address are not in an EU member state when the contract is concluded.
- 7. Reservation of Proprietary Rights**
- Assuming the vendor allows access to any goods prior to payment, they remain the vendor's sole property until the price has been paid in full.
- 8. Liability for Defects**
- 8.1 As regards the warranty, the laws regarding liability for defects apply, unless other arrangements were made.
- 8.2 Customers are requested to file a complaint with the delivery service if the goods were obviously damaged during transport and to inform the vendor if this occurs. Failure to do so does not affect the customer's statutory or contractual rights regarding defects.
- 9. Redemption of Vouchers**
- 9.1 Any promotional vouchers provided by the vendor free of charge with an expiry date and which cannot be purchased by the customer can only be redeemed in the vendor's online shop within the designated timeframe.
- 9.2 Certain products may be excluded from any such promotions. Details are provided on the voucher in question.
- 9.3 Vouchers can only be redeemed before the order process is completed. It is not possible to redeem vouchers retrospectively.
- 9.4 Only one voucher may be redeemed per order. Multiple vouchers cannot be applied to a single order.
- 9.5 The value of the order must be at least as much as the value of the voucher. The vendor will not refund any remaining sum.
- 9.6 If the voucher does not cover the total cost of the current order, the remaining sum can be paid via any of the available payment methods.
- 9.7 Vouchers are non-refundable and cannot be exchanged for cash in part or in full, nor are they eligible for interest.

9.8 The value of the voucher will not be refunded if the customer makes use of their statutory right of revocation to return any goods, be they paid for in full or in part.

9.9 Vouchers may be transferable. In this case, the vendor will provide the designated discount to the customer. This does not apply if the vendor has knowledge, or grossly negligent lack of knowledge of the possible ineligibility, legal incapacity or lack of representative authority of the respective holder.

10. Applicable Law

10.1 The law of the Federal Republic of Germany shall apply. Laws on the international purchase of movable goods are excluded. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the customer's country of residence, shall remain unaffected.

10.2 This choice of law is not applicable to the statutory right of revocation for customers not residing within the EU when the contract is concluded and whose sole place of residence and delivery address are not in an EU member state.

11. Place of Jurisdiction

If the customer is an enterprise, a legal entity under public law or a special fund under public law whose registered office is in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of the vendor. If the customer's registered office is outside the territory of the Federal Republic of Germany, the vendor's registered office shall be the exclusive place of jurisdiction for all disputes arising from this contract, assuming this contract or claims arising from this contract can be attributed to the customer's professional or commercial activity. Nevertheless, the vendor reserves the right to invoke the customer's registered office as place of jurisdiction in the above-mentioned cases.

12. Information Regarding Online Dispute Resolution

The EU Commission provides a platform for online dispute resolution, accessible under the following link: <http://ec.europa.eu/consumers/odr>

We are neither obliged nor willing to participate in dispute resolution procedures provided by a consumer arbitration board.