

Terms of Use POIbase PC-App

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DISCLAIMER: this document is a translation of the POIbase Terms of Use. Only the original German text (Nutzungsbedingungen POIbase PC-App) can be used for legal purposes. Whilst every effort was made to translate the information accurately, POCKETNAVIGATION.DE cannot take responsibility for any errors.

1. Applicability of Terms of Use
2. Purpose and functions of the POIbase software
3. Users
4. Using the POIbase software and its content
5. Legal status of safety and speed camera warning devices
6. No warranty for accuracy of content
7. Restricted liability as regards illegal content
8. Creating content
9. Rights granted and guaranteed by content creators
10. Termination of user agreement
11. Guarantee disclaimer for free content
12. POCKETNAVIGATION.DE liability limitations
13. Terms of use for HERE maps
14. Data protection
15. Final clauses

1. Applicability of Terms of Use

The following Terms of Use apply to all users of the POIbase software which is provided by: pocketnavigation.de GmbH (hereinafter referred to as POCKETNAVIGATION.DE)
Auf den Hähnen 36
56581 Ehscheid
Germany

POIbase consists of the POIbase PC application and the POIbase Mobile application and their technical functions (hereinafter: POIbase software) as well as the contents contained therein, which include functions and services, information, POI databases, routes, navigation voices and further applications for mobile navigation systems.

The Terms of Use are applicable as of the installation of the software, the mandatory user registration and when purchasing paid content. Use under deviating terms is not possible, and terms and conditions proposed by the customer are rejected. POCKETNAVIGATION.DE reserves the right to change the Terms of Use and the Terms and Conditions at any time.

POCKETNAVIGATION.DE will only make changes for just cause, in particular due to new technological developments, changes to jurisdiction, or other reasons of equal gravity.

Users will be informed of any changes two weeks in advance. In case of objection, POCKETNAVIGATION.DE reserves the right to terminate the agreement after one week's notice and at the earliest on the date from which the new terms are applicable. Continued use of the service after the two-week period constitutes acceptance of any changes.

2. Purpose and functions of the POIbase software

POCKETNAVIGATION.DE provides the POIbase software free of charge, and the software itself provides access to both free and non-free POI databases.

The POI databases contain information and content regarding so-called points of interest (POI's), or important map locations, which can be displayed on the user's navigation system and researched after upload. Additionally, users have access to a feature allowing them to upload new POI's. The databases or individual data sets may contain names and addresses as well as additional information pertinent to their theme, as well as texts, images, videos, audio files and user comments. Besides that, content may contain maps, routes, alternative sat nav voices, skins, apps, and video and audio files. All aforementioned databases, information, content and other elements will hereinafter be referred to as POIbase content. POIbase software and POIbase content may only be used in the context of the Terms of Use, and is restricted to places and services of general interest. The personal rights of concerned parties are to be respected by users, in particular when uploading data. Sensitive personal data, in particular names, addresses, pictures, private views of rooms or objects may only be uploaded or shared via POIbase with the express consent of the parties concerned. Proof of consent must be available (in writing or identifiable writ).

Changes may be made to the sat nav's system settings, the navigation software's system settings, or to system files (.ini files etc.) in order to optimise POIbase content, which in turn may void the manufacturer warranty. Hence users are acting at their own risk.

3. Users

Individuals are only authorised to use the POIbase- software and associated services if they abide by the Terms of Use. Registered users must be legal adults, and must be able to provide evidence of this if required.

When registering the software or purchasing products, users are required to accept the Terms of Use as well as any other rules stipulated in the POIbase software via a checkbox. The contractual agreement with a registered user or customer takes effect when POCKETNAVIGATION.DE has accepted the registration and / or the purchase agreement via email and the user has been granted access.

Users are legally obligated to keep their password confidential, and sharing it with third parties is not permitted. If third parties acquire the password by any means, the user is obliged to inform POCKETNAVIGATION.DE immediately and to request a password reset. Users are

liable for damages caused by unauthorised use if they are personally responsible for any third parties acquiring their login data.

Users are required to provide accurate personal data and miscellaneous information during registration or when uploading other material. Any changes are to be updated by the user without undue delay, in particular in regard to uploaded material.

4. Using the POIbase software and its content

The right to use the POIbase software and associated content, functions and services (POIbase content), such as uploading or creating POI's and other content is subject to providing accurate information when required, in particular name and address.

Use of the POIbase software and content is forbidden and unlawful if the registration required by the POIbase software is not performed properly and confirmed by the user.

The software must be used for its intended purpose as stated by the POIbase software and/or POCKETNAVIGATION.DE.

Where applicable, content may be copied to clipboard, streamed or downloaded and used on relevant devices such as sat navs, PC's, mobile devices, iPhones and so on, and read, heard or displayed in the applicable formats, but only on **up to two registered devices** belonging to the user.

Other uses, such as unauthorised permanent copies and downloads, as well as providing the content for public use, in particular via downloads or via file-sharing networks, on personal websites, via online communities, social networks and other platforms such as Youtube, facebook, LinkedIn, Xing etc., renting the content out or providing access by any other means are strictly forbidden.

When commenting on and assessing other user's or provider's POIbase content, for instance in the POIbase community forum, users are required to remain objective and fair. Criticism and discussions within the scope of free speech are permitted, provided the rights and dignity of third parties are preserved. Defamation, insults or slader are forbidden, as is the dissemination of false information concerning companies/individuals and their content.

The user undertakes not to use the POIbase software beyond its intended purpose, and not to manipulate the software, extract data or to use any tools, malware or similar to this end.

The user is liable for any damages and negative consequences caused to POCKETNAVIGATION.DE, its users or third parties due to intentional violations of the Terms of Use or any other violations of the law.

If the user acquires software licensed under GPL 2, POCKETNAVIGATION.DE will provide the user with a machine readable copy of the source code of the GPL-licensed software via a suitable medium and at a price that does not exceed the cost involved in generating and dispatching a physical copy of the source code. The offer is valid at any time and upon request for three years after acquisition.

5. Legal status of safety and speed camera warning devices

The user acknowledges that using speed and safety camera data in combination with navigation systems with integrated warning systems or addon programs such as POIbase Mobile to warn them of mobile or stationary speed cameras is a misdemeanor under German law (and some other European countries). For details see 23 Abs.1b StVO (German Highway Code 23 sect 1b).

On purchase, the buyer commits to using the POIbase software and content legally in Germany, for instance to visualise and display speed or safety cameras before setting off, in route planning mode, to set up acoustic warnings for nursery schools, or to announce other interesting locations that are not restricted in this context by the law. Conversely, it is naturally permitted to use the warning function for speed or safety cameras in countries that allow the use of technical aids to warn of speed monitoring systems. The user is personally responsible for ascertaining the legal status of safety and speed camera warning systems in any country they intend to use them in, and any legal consequences resulting from their use.

6. No warranty for accuracy of content

POCKETNAVIGATION.DE and users that upload or create data are dedicated to providing accurate and up-to-date data.

Nevertheless, mistakes cannot be ruled out and we cannot guarantee the accuracy or up-to-dateness of POIbase content and information.

The accuracy of the conveyed data must therefore be ascertained and in any case, use is always at one's own risk.

POCKETNAVIGATION.DE rules out personal liability for itself and affiliated content creators in regard to undetected, erroneous or out-of-date content, with the exception of malign intent or negligence.

7. Restricted liability as regards illegal content

POIbase content provided by users for users (text, pictures, audio, video, applications, POI's etc) is exclusively hosted by POCKETNAVIGATION.DE as third party content. The content is not monitored by POCKETNAVIGATION.DE in regard to legality or injuries to third parties. Hence liability for unlawful content unbeknownst to POCKETNAVIGATION.DE is ruled out. POCKETNAVIGATION.DE is liable for the legality and lawfulness of its own content pursuant to Haftungsklausel Ziff. 13 (section 13 of the German liability clause). POCKETNAVIGATION.DE

distances itself explicitly from content the company did not create itself or monitor, as well as from content that is accessible via links in the POIbase software to other sites and third party offers. Liability for such content is excluded.

8. Creating content

Every user can enhance the POCKETNAVIGATION.DE databases by uploading personal content (POI's, addresses, companies, texts, pictures, videos, audio files etc), or adding to or editing existing content, provided this is done in adherence with the official purpose of the POIbase software and the official procedure provided is utilised to do so.

POCKETNAVIGATION.DE reserves the right to reject content, to alter it or to remove it, in particular as a result of the data being out-of-date, sensitive, disputed by third parties, or in regard to volume (required storage space), technical functionality or other editorial reasons.

Users will always treat POI's, service providers or other individuals objectively, fairly and factually when uploading or editing data. Criticism and discussions within the scope of free speech are permitted, provided the rights and dignity of third parties are preserved. Defamation, insults or slader are forbidden, as is the dissemination of false information concerning companies/individuals and their content.

Users will retain a copy or the original version of any data they upload in a safe place. The POIbase software is not to be considered as a backup or external storage opportunity for personal data. Users are obliged to guarantee they will not upload malicious programs such as Trojans or viruses which can negatively impact the functionality of the POIbase software, damage other users or harvest protected data or information, nor will they use the POIbase software for purposes it was not intended for. Users are not permitted to upload sensitive private data to our servers as they are not encrypted.

POCKETNAVIGATION.DE reserves the right to monitor and remove data in breach of the POIbase contract or contested by third parties immediately and at least temporarily until its legality has been ascertained.

9. Rights granted and guaranteed by content creators

Users uploading content grant POCKETNAVIGATION.DE the unconditional temporal, local and factual rights to use all uploaded data, content and information and components thereof (POIbase content), in particular addresses, names, texts, images, videos and audio files. Specifically the following rights are granted:

(a) archiving and database rights, i.e. the right to save the data electronically in pocketnavigation.de GmbH's technical systems or databases, to make them accessible in a user-friendly manner, to make them available in search processes and thus to access them at any time, to make them available to third parties and/or to enable third parties to access them. This includes the right to technically optimise a user's original data, to edit the data structure, and to convert them to a marketable, application-neutral and platform-independent format (such

as XML). pocketnavigation.de GmbH reserves the right to make use of third party archiving and database rights.

(b) Editing and reproduction rights, i.e. the right to reproduce the data (to copy it), to alter its optical appearance and content in order to make it fit for publishing purposes, and in particular to deactivate or remove links.

c) Synchronisation rights, i.e. the right to combine or link it with other content (such as text, sound, images, films) for the purpose of syndication, and/or to make the data accessible in combination with other content via a parallel search mechanism, as well as adding links to the content or making it available via third party links. Synchronisation rights also include the right to employ advertisements for clients or sponsors in any form (i.e. skyscrapers, popups etc.) when presenting the data and in the vicinity of the placement of said data.

(d) Broadcasting, transfer, online and access rights, i.e. the right to make the (syndicated) data available to the public or individual groups instantly or at a later date, for example via the internet, online services, intranet, on-demand services, mobile networks and platforms, and irrespective of the analogue or digital transferral methods employed (including all methods, especially WAP, I-Mode, GSM, HSCSD, GPRS, EDGE and UMTS and with the use of all known protocols, in particular http, https, ftp, etc.), and including providing either free or non-free access via non-free telephone numbers, transferral (for instance using push and pull strategies), and on demand access for all technical (mobile) reception devices (such as televisions, PC's, Smartphones, PDA's, Handhelds, Pocket-PCs, eBooks, Palm Pilots, Jupiter Companions). This applies to all transferral methods (e.g. terrestrial transmitters, cable, satellite, including direct satellites, microwaves, telephone networks, mobile networks, W-LAN). This also includes the right to allow end users to download the content to computers or other devices and/or to print the data out.

If pictures of people are used, the uploader guarantees that they have the permission of the depicted individuals for the uses enumerated above.

The uploader guarantees POCKETNAVIGATION.DE by means of an independent guarantee that they are fully authorised to grant aforementioned rights and that in applying them POCKETNAVIGATION.DE will not infringe upon the rights of any third parties (in particular as regards privacy, copyright, trademark or any other property rights).

As regards these guarantees, the uploader comprehensively indemnifies POCKETNAVIGATION.DE for, from and against any liability to third parties. Additionally, this indemnity includes any legal costs incurred. The uploader is liable for any damages or disadvantages caused to POCKETNAVIGATION.DE, its users or any other injured third parties arising from aforementioned conditions.

10. Termination of user agreement

The user agreement which includes the use of the POIbase software and any free content is open-ended and can be cancelled by the user provided a three-month notice period is given (by sending an email to info@poibase.com).

POCKETNAVIGATION.DE reserves the right to terminate the agreement without prior notice under certain circumstances.

The following breaches of contract are considered to be important reasons for termination of the agreement if they persist one week after receiving a cease and desist letter, and damages incurred as a result have not been settled:

- The user intentionally provides false information on registration, or when uploading POIbase content, or manipulates existing POIbase content or information with malign intent.
- The user culpably uploads illegal content or content that infringes upon the rights of third parties.
- The user employs POIbase content for purposes not included in the user agreement, in particular by copying data, making it accessible beyond the POIbase platform or using it on devices not included in the contract.
- The user posts comments that are contra bonos mores, obscene or offensive.

The list is not exhaustive.

In the case of contract termination, POCKETNAVIGATION.DE reserves the right to block the user's access instantly.

The terms of individual paid subscriptions and their termination are defined by the online shop's Terms of Service. In the case of instant termination of the contract, any paid user services will also be terminated.

11. Guarantee disclaimer for free content

POCKETNAVIGATION.DE refrains from providing any guarantees in regard to the functionality or availability of the free POIbase software or any free POIbase content. Descriptions of functions are not to be considered as promises or guarantees, but rather as service descriptions. POCKETNAVIGATION.DE reserves the right to terminate said services at any point or to make them temporarily unavailable.

POCKETNAVIGATION.DE is not liable for data lost to users as a result of content being altered or deleted after upload, incorrect or incomplete display of content or any other faults, or downtime due to maintenance or for any other reason.

12. POCKETNAVIGATION.DE liability limitations

As a forum or platform service-provider POCKETNAVIGATION.DE has limited liability for unlawful content uploaded or created by users in accordance with § 10 Telemediengesetz (German Telemedia Act). Irrespective of the following restrictions on liability, POCKETNAVIGATION.DE is fully liable for damages caused by intentional or criminally negligent breaches of contract, malice or the Product Liability Act, personal injuries and for guaranteed features. POCKETNAVIGATION.DE is also liable for damages caused by negligent breaches of essential contractual obligations, but only if these damages can be considered to be predictable and typical for the contract. There is no liability for negligent breaches of non-essential contractual obligations. POCKETNAVIGATION.DE is not liable for legal admissibility, consequential damages or indirect damages except when intent or criminal negligence can be established. In any case, liability for negligence is capped at 5,000 EUR. POCKETNAVIGATION.DE is not liable for damages caused by users acting in breach of the Terms of Use or illicit uses. The liability limitations also apply to claims in tort and for vicarious agents or legal representatives.

13. Terms of use for HERE maps

The POIbases software uses HERE Maps (API) provided by HERE Global B.V., Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands („HERE“). HERE is a web service providing interactive maps that display geographical information visually. Users agree to HERE Maps current Terms of Service which can be found here:

<https://legal.here.com/en-en/terms/serviceterms>

14. Data protection

The data protection terms are contained within the Privacy Statement.

Responsible body:

pocketnavigation.de GmbH

Auf den Hähnen 36

56581 Ehlscheid Deutschland

Ansprechpartner: Tobias Bischof

E-Mail Adresse: info@pocketnavigation.de

15. Final Clauses

If any of the stipulations in these Terms of Use are rendered ineffective, the validity of the other stipulations remains unaffected. In this case, the parties concerned will replace the ineffective stipulation with an effective one which resembles the economic purpose of the original stipulation as much as possible. Changes or supplements to the contract must be made in writing. A waiver of written changes on the part of the parties must also be made in writing.

This contract shall be exclusively subject to the laws of the Federal Republic of Germany to the exclusion of the German conflict-of-law, provided there is no conflict with binding statutory consumer protection laws. The exclusive place of jurisdiction for any and all disputes arising

from this agreement is Essen, Germany, provided the user is a business person, a legal entity or a special public fund.