

General Terms and Conditions (GTC)

1. Subject matter, terminology and scope of application
 1. These General Terms and Conditions govern the business relationship between persons who use the portal described below (hereinafter referred to as "user" or "you") and the operator of the portal "Cigarpilot", Marcin Wierzbicki IT Solutions, Weserstraße 1, 45136 Essen, Germany (hereinafter referred to as "operator", "we" or "us").
 2. The version of the GTC valid at the time of conclusion of the contract shall apply. The operator reserves the right to amend these GTC in accordance with Section 16 of these GTC. Terms and conditions that deviate from and/or go beyond these GTC shall not be recognized unless the operator expressly agrees to them in writing.
 3. The currently valid GTC can be viewed at <https://www.cigarpilot.com/gtc> and downloaded as a PDF document at <https://www.cigarpilot.com/download/gtc>.
 4. Cigarpilot is an online portal for the collection and evaluation of personal and general information on the subject of cigars, in particular personal ratings.
 5. The portal can be accessed via a web browser and/or an application (PWA) installed on the end device.
 6. The portal can be accessed at <https://cigarpilot.com> and contains several subdomains. These General Terms and Conditions apply to all subdomains and regardless of the device used (e.g. PC or mobile device) and type of access (e.g. web browser or application installed on a device).
 7. The General Terms and Conditions apply to the use of Cigarpilot. By registering as a user of Cigarpilot, the user declares his/her agreement with the General Terms and Conditions of Cigarpilot.
 8. The term "content" used below refers to all information posted by users within the portal or otherwise transmitted to Cigarpilot, such as images, videos, texts, links, form entries or other data.
 9. The term "feature" refers to individual service and application areas of the portal as well as the content associated with these (e.g. price comparisons, uploading images, entering new cigars, series, brands or locations, etc.)
2. Type and scope of Cigarpilot's features
 1. With Cigarpilot, users create and receive information on cigars (brands, series, formats), "locations" (sales outlets and cigar lounges) and personal details.
 2. Information can be extended by users and is available to other users.
 3. Cigarpilot processes the content posted by users and presents the user with statistics (e.g. "best rated", "most frequently smoked", price history), an overview of the cigars purchased, an overview of locations, as well as his own entries on cigars smoked.
 4. Cigarpilot offers search and filter functions that allow users to search for brands, series, cigars and locations based on specific criteria.
 5. Cigarpilot also offers opportunities for the direct and indirect exchange of information between users and the public.
 6. For quality assurance purposes, content can be checked and accepted, adapted and rejected by moderators who are users themselves.
 7. The features listed in sections 2.1 - 2.6 are available to every user. Paid features are also offered. Regulations on paid features are described in section 5.
 8. The free membership is ad-financed and contains links to advertising partners.
3. Restriction to natural and adult persons

1. Cigarpilot may only be used by natural persons.
 2. Users must be of legal age and thus have reached the age of 18.
4. Conclusion of contract
1. By registering for Cigarpilot, the user accepts the General Terms and Conditions. Consent is mandatory and is requested in the registration form.
 2. There is no legal claim for registration as a user of Cigarpilot. The operator reserves the right to reject an application for registration without giving reasons.
 3. By submitting the registration form, the user submits an offer to conclude the contract. By activating the user account, the operator accepts this offer.
 4. The e-mail address provided in the registration form is used for communication between the operator and the user.
 5. The username chosen in the registration form should not have any reference to the person and cannot be changed after registration has been completed.
 6. The registration process is considered complete as soon as the verification link in the e-mail sent to the selected e-mail address has been opened and a first successful login has taken place. The verification link is valid for 24 hours.
 7. Successful registration leads to a free membership. Paid memberships can be added via the profile page. Details on paid membership are listed in section 6.
 8. If the registration process is not fully completed, the operator is entitled to irreversibly delete the incompletely registered account, including all information provided by the user up to that point.
 9. By registering, you assure that you are legally authorized to enter into binding contracts and that your use of Cigarpilot's services does not violate applicable law.
 10. The contract text is not stored by the operator.
5. Paid offers and premium membership
1. The use of some features requires a conclusion of a premium membership in the form of a paid subscription.
 2. Users are informed separately about the paid features and the amount of the costs and must arrange their purchase independently. The purchase of paid features is carried out as a subscription via our partner "Stripe"
 3. A current list of the freely accessible and chargeable features can be found at <https://www.cigarpilot.com/features>.
 4. You will find an overview of your booked and offered subscriptions on your profile page. Here you also have the option of canceling or changing existing subscriptions or booking new subscriptions.
 5. All changes, cancellations or subscriptions are made via an external website of our partner Stripe. The respective links on the profile page will take you there.
 6. If you purchase a paid premium membership through Stripe, your purchase will be subject to Stripe's applicable payment policy, which may not provide for a refund. The purchase is final and the operator will not issue a refund unless you exercise your right of withdrawal as described in section 15 of these GTCs. If you purchase paid offers through Stripe, the terms and conditions of Stripe may apply (in addition to these GTCs) and payment and management of the subscription will be handled by Stripe.
 7. We offer paid subscriptions for one month or one year, which are billed monthly or annually in advance. The subscription period will automatically renew at the end of each subscription period for additional periods unless the subscription is canceled in a timely manner. If you wish to change or cancel your subscription, you must log into your Stripe account and follow the

instructions to cancel or terminate your subscription, even if you have deleted your account with us or the application from your device. Deleting your user account or the application will not terminate or cancel your subscription. If you cancel your subscription, you will be able to use your subscription until the end of the current subscription period and your subscription will not renew at the end of the period.

6. Change in the scope of services
 1. The operator reserves the right to change and/or extend the content, graphics and/or features of Cigarpilot, including the services offered, at any time without this constituting a defect.
7. Availability
 1. We would like to point out that the uninterrupted and error-free availability of the portals, the services of third parties and the individual services of Cigarpilot cannot be technically guaranteed and the user has no claim against the operator for such permanent and error-free availability. In particular, we reserve the right to restrict or temporarily suspend services for maintenance, security or capacity reasons at our own discretion.
8. Specifications for content and obligations of users
 1. Access data must be kept secret and must not be passed on to third parties.
 2. The user must keep the e-mail address provided up to date. This applies both to the e-mail address stored with Cigarpilot and to the e-mail address stored with Stripe. Changes to the e-mail address can be made via the profile page and must be confirmed by clicking on the confirmation link in the e-mail sent to the new e-mail address. The confirmation link is valid for 24 hours.
 3. The user undertakes not to harass anyone (e.g. through advertising or repeated requests in the absence of a response or an expressed wish not to be contacted). The user must refrain from all actions that could impair or excessively burden the functionality of Cigarpilot.
 4. The user is not permitted to publish advertising content (in particular spam). This does not apply to content that has a purely informative purpose in the respective context (e.g. links to the manufacturer of cigars in the context of the products of the respective manufacturer).
 5. The operator is not responsible for the content of the users and does not adopt this content as its own. In particular, the operator does not guarantee that the content provided by users is accurate and complete.
 6. The user undertakes not to publish or forward any content that is unlawful, in particular racist, pornographic, offensive or defamatory, or that infringes the rights of third parties, in particular copyrights or rights of use under copyright law. Accordingly, the user is fully responsible for all content that he publishes and disseminates via Cigarpilot.
 7. The operator reserves the right not to publish content within the scope of the legally permitted possibilities and taking into account the reasonableness for the user, in particular taking into account the data protection and personal rights of the users, or to reverse their publication or otherwise block or delete the content if there are concrete objective indications that the content violates legal requirements, official prohibitions, the rights of third parties or morality. However, the operator is not obliged to check the content in advance.
 8. The operator reserves the right to correct, change and delete content posted by the user if it is inaccurate or incomplete. The assessment is at the discretion of the operator.

9. The user assures that he/she is the owner of all necessary rights to the content posted by him/her on Cigarpilot.
10. If users upload images in which one or more persons can be recognized, their use is only permitted if the consent of the third party or parties has been obtained or is permitted by law.
11. If a user is notified or otherwise becomes aware that his content violates applicable laws, he must remove this content immediately.
12. The user agrees to use Cigarpilot exclusively via a common, up-to-date web browser or via the officially installed application. Access via other software, scripts, automated or partially automated tools is not permitted unless the operator expressly agrees to this in writing.

9. Exemption

1. The user shall indemnify the operator and its employees or agents against all claims by third parties arising from alleged or actual infringements of rights and/or infringements of third-party rights due to actions taken by the user in connection with the use of Cigarpilot. In addition, the user undertakes to reimburse all costs incurred by the operator as a result of claims asserted by third parties. Reimbursable costs also include the costs of an appropriate legal defense.

10. External content

1. Cigarpilot makes third-party content such as public contact details, images, prices and currencies as well as related information provided by third parties accessible to users. In addition, the user has access to further third-party content that is made available on Cigarpilot. The operator assumes no liability for the correctness or completeness of this information provided by third parties. The use of third-party content may be subject to additional terms and conditions, which the user can view in each case.

11. Granting of rights of use by users

1. The user grants the operator a spatially and temporally unlimited, irrevocable, transferable to third parties, non-exclusive, royalty-free right to exploit the content posted on Cigarpilot.
2. The aforementioned right of use extends to all currently known types of use and includes, as far as technically applicable, reproduction, distribution, digitization, exhibition, presentation, broadcasting, making available to the public, public reproduction by means of image/sound/data carriers, storage in databases and digital use.
3. The user waives the right to be named as the author.
4. All rights to the content of the portal are held by the operator. The user is prohibited from reproducing, distributing and/or publishing content that the operator, other users or third parties have uploaded to the portal.
5. Users' content may be edited or redesigned (e.g. texts may be shortened, images may be edited and watermarked) while respecting personal rights.
6. The user grants the operator free of charge the non-exclusive, temporally and spatially unrestricted right to reproduce, distribute, publish, otherwise process, use and utilize his content in anonymized form, even after termination, or to transfer it to third parties free of charge or for a fee.

12. Liability

1. The operator shall be liable without limitation for intent and gross negligence as well as in accordance with the Product Liability Act. The operator is liable for slight negligence in the event of damage resulting from injury to life, limb and health of persons.

2. In the case of slight negligence, the operator is only liable in the event of a breach of an essential contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on whose compliance the user can regularly rely (cardinal obligation). Liability for slight negligence is limited to the amount of damage that was foreseeable at the time the contract was concluded and which must typically be expected to occur. This limitation of liability also applies to the benefit of the operator's vicarious agents.
3. Unless otherwise stated in the above provisions of this section, any liability on the part of the operator, regardless of the legal basis, is excluded.

13. Sanctions

1. If the operator has concrete indications that a user is behaving illegally when using Cigarpilot or has committed or is still committing violations of these General Terms and Conditions, the operator is entitled to remove the legally objectionable or legally questionable content without prior notice to the user concerned and/or to exclude the user who is (possibly) behaving unlawfully from using Cigarpilot's services completely or partially after appropriate advance notice, i.e. until the allegations against the user concerned have been clarified.
2. A complete exclusion blocks the user account. Login is no longer possible as long as the blocking is active. In the case of a partial exclusion, certain functions will not be available for the duration of the blocking.
3. If there is evidence of intentional violations, exclusion can be permanent. In this case, a house ban can also be issued.
4. The following provisions regarding the right of termination remain unaffected.

14. Termination

1. The contract runs for an indefinite period of time and can be terminated by the user at any time without observing a notice period or giving reasons.
2. Cancellation can be made via the profile page.
3. Alternatively, termination can be made in text form. In this case, it must be sent to the addresses or contact options specified in the imprint <https://www.cigarpilot.com/imprint>.
4. Deleting the application from the user's device does not constitute a declaration of termination.
5. The operator is entitled to terminate the user agreement concluded with the affected user by giving two weeks' notice. This does not affect the operator's right to terminate the user contract concluded with the affected user with immediate effect if there is an important reason. An important reason for extraordinary termination on the part of the operator is, for example, if the operator has become aware that the user concerned has behaved or is behaving illegally when using Cigarpilot or has violated the General Terms and Conditions. You will not be entitled to a refund following such termination.
6. In the event of termination, the operator is entitled to irretrievably delete all of the user's data stored during the term of the contract.
7. Upon termination of the user agreement concluded with a user, the operator will immediately and irreversibly delete all personal data.
8. Shared content that is relevant to the operation of Cigarpilot will be retained in a form that is no longer linked to the profile data and without reference to the person.

15. Legal right of withdrawal for consumers

1. Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the day.

In order to exercise your right of withdrawal, you must inform us by means of a precise notification (e.g. a letter or e-mail) of your decision to withdraw from this contract. The withdrawal must be sent to

Marcin Wierzbicki IT Solutions
Weserstraße 1
45136 Essen
Germany

E-Mail: webmaster@cigarpilot.com

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

2. Consequences of the withdrawal

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no circumstances will you be charged for this refund.

If you have requested that the services begin during the cancellation period, you must pay us an appropriate amount corresponding to the proportion of the services already provided up to the point at which you inform us of your exercise of the right of cancellation with regard to this contract Comparison with the overall scope of services provided for in the contract.

16. Amendment of the GTC

1. The operator reserves the right to change the General Terms and Conditions at any time with effect for the future, unless this is unreasonable for the users. In the case of users who are consumers, the operator is entitled to change the General Terms and Conditions in the following cases:
 - if the change serves to ensure that the General Terms and Conditions comply with the applicable law, in particular if the applicable legal situation changes
 - if the change serves the operator to comply with mandatory judicial or official decisions
 - if new services from the operator or service elements as well as technical or organizational processes require a description in the General Terms and Conditions
 - if the change is merely beneficial for users

2. In such a case, the operator will send the changed General Terms and Conditions to the email address provided by the user on Cigarpilot at least two weeks before they come into force or will inform the user about them via a notification within the portal.
3. If a user does not object to the new General Terms and Conditions within a period of two weeks after receiving the email or reading the changed General Terms and Conditions within the portal, the changed General Terms and Conditions are deemed to have been accepted by him. When notifying users of the change, the operator will inform users of the consequences of failing to object.
4. If the user objects to the validity of the new General Terms and Conditions within the deadline, the operator remains authorized to terminate the contractual relationship with the user with two weeks' notice period.

17. Final provisions

1. The contractual relationship with the operator is not transferable to third parties.
2. The law of the Federal Republic of Germany applies. Mandatory protective provisions of the law of the country in which the contractual partner, who is a consumer, has his habitual residence remain unaffected.
3. Place of performance is the operator's office.
4. The contract languages are German and English.
5. If the contract contains invalid regulations, the validity of the contract remains unaffected.