



Terms and Conditions (GTC)

These general terms and conditions (hereinafter: "GTC") apply to the purchase of voucher codes for premium functions for apps and related other services in the online shop of Arcade Bouldering UG (haftungsbeschränkt), Viehofer Platz 11, 45127 Essen, Germany (Tel. : +49 1573 7521785, E-Mail: support@arcadebouldering.com).

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1. Conclusion of contract

- 1.1. The display of our voucher codes in the online shop does not constitute a binding contract offer, but an invitation to place an order.
- 1.2. The contract for the provision of services is concluded when (i) you follow the order process in our online shop and confirm your order by activating the button labeled "buy" or "order for a fee", and (ii):
 - we expressly confirm your order by email; or
 - if you pay by PayPal (section 4.3.2 below): Your payment is confirmed by (PayPal (Europe) S.à r.l. et Cie, S.C.A. or the respective affiliated company).
- 1.3. In addition, we will immediately confirm receipt of your order by email. For the sake of clarity, we would like to point out that this confirmation of receipt does not yet constitute an acceptance of your order, unless expressly stated otherwise in this e-mail.

- 1.4. We will also send you a copy of all contractual documents, in particular a copy of your order and a copy of these terms and conditions, by email so that you can save them permanently. In addition, we cannot promise that we will keep the contract documents for you.

2. Activation of the voucher codes

- 2.1. The services are provided electronically via the respective app. For this purpose, Arcade Bouldering will generate a voucher code that technically enables the activation of the purchased premium functions in the respective app or the use of other services via the respective app.
- 2.2. The voucher codes are only sent electronically. It is your responsibility to provide us with a correct e-mail address for sending the voucher codes. It is also your responsibility to keep the voucher codes secret in order to prevent them from being used by unauthorized third parties.
- 2.3. To activate the voucher codes, you must have installed the respective app on your device and accepted the terms of use for apps from Arcade Bouldering UG (haftungsbeschränkt). We recommend that you only purchase the voucher codes if you are already using the app. The terms of use for apps of Arcade Bouldering UG (haftungsbeschränkt) apply to the use of the app ("**Terms of Use**").
- 2.4. The voucher codes are intended to be used immediately after purchasing a service in the app to activate this service. We reserve the right to cancel functions of the app or the availability of services with a lead time of six weeks. In this case, the corresponding voucher codes can no longer be used. In this case we will reimburse the price for the service purchased; Section 3.2.1 applies accordingly.
- 2.5. The voucher codes or claims to the provision of the service expire in accordance with the statutory statute of limitations at the end of the third year after purchase.

3. Revocation

3.1. Right of withdrawal

- 3.1.1. If you are a consumer, you have the right to withdraw from the contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded.
- 3.1.2. In order to exercise your right of withdrawal, you must inform us (Arcade Bouldering UG (haftungsbeschränkt), Viehofer Platz 11, 45127 Essen, Germany (Tel .: +49 1573 7521785, E-Mail: support@arcadebouldering.com) By means of a clear declaration (e.g. (E.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this, which is not mandatory, however.
- 3.1.3. To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period has expired.

3.2. Consequences of withdrawal

- 3.2.1. If you withdraw from this contract, we will have given you all payments that we have received from you, including the delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. We can refuse repayment until we have received the goods back or until you have provided evidence that you have sent back the goods, whichever is earlier.

For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment.

- 3.2.2. If you have requested that the services should commence during the cancellation period, you have to pay us a reasonable amount that corresponds to the proportion of the services already provided up to the point in time at which you informed us of the exercise of the right of cancellation with regard to this contract Compared to the total scope of the services provided for in the contract.

3.3. Expiry of the right of revocation

You can no longer exercise your right of withdrawal once we have provided the service in full, provided that we have only started the execution after you have given your consent and confirmed that your right of withdrawal expires upon complete fulfillment.

4. Compensation

4.1. Prices

5. The prices stated in our online shop are gross prices. Since we are small businesses according to § 19 UStG, we cannot show value added tax (VAT).

5.1. Payment Methods

5.2. We offer the following payment methods:

5.2.1. PayPal

Your PayPal account will be charged at the end of the ordering process. To pay with PayPal, you need an account with the payment provider PayPal (Europe) S.à r.l. et Cie, S.C.A. or an affiliate. PayPal can also allow payment without an account (guest account).

You can also pay with direct debit or credit cards via PayPal.

6. Service period

6.1. Start of service

6.1.1. The service acquired with the voucher code begins with the entry of the voucher code in the app, provided that the right of withdrawal according to section 3.1 has already expired. If the right of withdrawal has not yet expired, the service begins when the right of withdrawal expires. When activating the voucher, you have the option, by selecting an option in the app, to request that the service should begin during the cancellation period; in this case, paragraphs 3.2.2 and 3.3 apply to the right of withdrawal.

6.1.2. If you repeatedly activate voucher codes for recurring services (in particular the activation of premium functions for a certain period of time), the service does not start before the end of the previous period, i.e. the agreed period is extended accordingly. Such an extension is possible at the earliest six weeks before the end of the previous period.

6.1.3. Duration of the service

6.1.4. In the case of recurring services, the provision of services ends at the end of the agreed period.

6.1.5. In the case of recurring services for a period of less than 12 months, ordinary termination during the agreed period is excluded. Sections 10.1 and 10.3 of the Terms of Use do not apply in this respect. The right to terminate for good reason remains unaffected.

6.1.6. In addition, the provision of services ends with the complete fulfillment.

7. Guarantee

7.1. In the event of defective work, you are entitled to statutory warranty rights under German law.

7.2. If you are a consumer, the warranty period (limitation period for warranty claims) is two years from acceptance.

If you are not a consumer, the warranty period is reduced to one year. Excluded from this is our liability for (i) damage to life, limb or health that is based on an intentional or negligent breach of duty by us or by one of our legal representatives or vicarious agents, and (ii) other damage that are based on an intentional or grossly negligent breach of duty by us or by one of our legal representatives or vicarious agents (see also section 7.1 below).

8. Liability for damages

- 8.1. Arcade Bouldering is liable to the extent of the statutory provisions for:
- 8.1.1. Damage that arises from the fact that Arcade Bouldering (or a legal representative or vicarious agent of Arcade Bouldering) has fraudulently concealed a material defect or legal defect;
 - 8.1.2. Damage resulting from injury to life, limb or health which is based on a negligent or willful breach of duty by Arcade Bouldering (or a legal representative or vicarious agent of Arcade Bouldering);
 - 8.1.3. other damage based on a grossly negligent or willful breach of duty by Arcade Bouldering (or a legal representative or vicarious agent of Arcade Bouldering); and
 - 8.1.4. other damage that is based on a negligent or willful breach of an obligation by Arcade Bouldering (or a legal representative or vicarious agent of Arcade Bouldering), the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the contractual partner can regularly rely (so-called cardinal obligation); If these damages do not also fall under the above paragraphs 7.1.1 to 7.1.3, liability for damage according to this paragraph 7.1.4 is limited to the foreseeable damage typical for the contract.
 - 8.1.5. Damage that arises from the fact that Arcade Bouldering (or a legal representative or vicarious agent of Arcade Bouldering) has fraudulently concealed a material defect or legal defect;
- 8.2. Arcade Bouldering is also liable to the extent of the statutory provisions, provided that Arcade Bouldering has assumed a quality guarantee or other no-fault liability; insofar, however, the restrictions in the respective guarantee declaration or other declaration of acceptance apply.
- 8.3. Arcade Bouldering is also liable in accordance with the provisions of the Product Liability Act or other applicable national laws for the implementation of Directive 85/374 / EEC as well as such statutory provisions to which the respective law expressly states that the corresponding provisions are not deviated or can not be deviated in advance.
- 8.4. In cases other than those provided in Sections 7.1 to 7.3, Arcade Bouldering's liability, for whatever legal reason, is excluded. This also applies in particular to strict liability for defects in a rental object.

9. Various topics

9.1. Offsetting and right of retention

- 9.1.1. You may only offset our claims with your own counterclaims if these (i) originate from the same contractual relationship, or (ii) have not been disputed by us, have been legally established or are ready for a decision.
- 9.1.2. You are only entitled to a right of retention against our claims insofar as this arises from claims from the same contractual relationship.

9.2. No assignment

If you pass on voucher codes to third parties, this is considered to be an assignment of your rights to the third party, provided that the third party activates the voucher code. Otherwise, you may not assign, resell or otherwise transfer this contract and your rights under it to third parties in whole or in part without our prior written consent. However, if you are a merchant within the meaning of Section 1 of the Commercial Code, Section 354a of the Commercial Code remains unaffected.

9.3. Relationship to Terms of Use

- 9.3.1. In the event of a conflict between these GTC and the Terms of Use, these GTC take precedence.
- 9.3.2. In the event of a change to the terms of use according to section 3.2 before the end of the service period under these GTC, the following applies: If you have already activated a voucher code, you can reject the change and demand that, until the service has been fully provided, the terms of use at the time of the conclusion of contract according to the GTC continue to apply. If you have not yet activated the voucher code, you can still activate the voucher code within six weeks and demand that the

terms of use in the version valid at the time the contract is concluded under these GTC continue to apply until the service has been fully provided. After this period has expired, section 2.4 sentence 3 applies accordingly.

9.4. Translation

We may translate these terms and conditions into other languages at our discretion. In this case, only the terms and conditions are binding in the language version in which you went through the ordering process and in which you submitted your order to us by activating the "buy" or "order for a fee" button.

9.5. Applicable law; Place of jurisdiction and alternative dispute resolution

9.5.1. This contractual relationship is subject to the substantive law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law; CISG) does not apply. If you are a consumer, however, the rights to which you are entitled according to the statutory provisions applicable at your place of residence and which cannot be contractually excluded remain unaffected.

9.5.2. If you are a businessman, a legal entity under public law or a special fund under public law, the local courts for Essen, Germany are exclusively responsible for disputes arising from or in connection with the contract or these terms and conditions. However, we remain entitled to assert claims against you at your general place of jurisdiction.

9.5.3. The European Commission provides a platform for online dispute resolution (OS) according to Art. 14 Paragraph 1 of Regulation (EU) No. 524/2013, which you can find at <<http://ec.europa.eu/consumers/odr/>>.

9.5.4. In addition, we are neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board within the meaning of the German Consumer Dispute Settlement Act (VSBG).

Appendix: Model withdrawal form

(If you want to cancel the contract, please fill out this form and send it back.)

- To Arcade Bouldering UG (haftungsbeschränkt), Viehofer Platz 11 ,. 45127 Essen, Germany (email: support@arcadebouldering.com):
- I / we (*) hereby revoke the contract concluded by me / us (*) for the following services:
- _____
- Ordered on _____
- Name of the consumer (s)
- Address of the consumer (s)
- Signature of the consumer (s) (only when notified on paper)
- Date

(*) Delete where inapplicable.

This document has been translated to our best knowledge from the German original:

<https://www.arcadebouldering.com.de/l/tac>

in the event of misunderstandings, the German version applies.