

# General terms and conditions of Incesco GmbH

These terms and conditions have been machine translated for your convenience and are not legally binding. The legally binding version of these GTC are in German and can be found online at <https://xctherm.com/de/agb>.

## 1. General

These General Terms and Conditions (GTC) apply to all contracts between Incesco GmbH (hereinafter "Incesco") and its respective contractual partner (hereinafter "Customer"), unless there are any deviating regulations for a specific customer group or for a specific service.

## 2. Performances by Incesco

### General

Incesco provides hang glider flight planning services under the name "XC Therm". Incesco may at any time call in third parties to provide these services.

The customer is not entitled to a specific design or retention of these services. Incesco is entitled at any time to discontinue the provision of a service without compensation with appropriate notice.

### Thermal Forecasts

On the website [xctherm.com](https://xctherm.com) Incesco sells thermal forecasts for hang gliders (paragliders, hang gliders and rigid wing aircraft), which are produced by the German Weather Service (DWD), and prepares them graphically in order to make them accessible to a broad audience.

The detailed form of the offers can be found on the [xctherm.com](https://xctherm.com) website at any time.

### Further Services

Incesco can, at its own discretion, offer additional services as offered on the [xctherm.com](https://xctherm.com) website.

## 3. Customer Obligation

### Payment

It is the customer's responsibility to ensure that the credit card used for payment is valid and has sufficient funds at the time of purchase or auto-renewal of a subscription.

### Access Data

The customer is obliged to keep his access data (passwords, SMS codes, etc.) safe and not accessible to anyone.

### Customer Details, Email Address

The customer is obliged to have a valid e-mail address on [xctherm.com](https://xctherm.com) at all times so that Incesco can send him relevant information (e.g. changes to terms and conditions, product adjustments or problems).

### Legal and Contractual Use

The services are aimed exclusively at private individuals and are intended for normal private customer use. The customer is responsible for using the services in accordance with the law and the contract. The following are deemed to be illegal or contrary to the contract:

- **Sharing access data** with other persons.

- The **sharing and publication of data** that is accessible on xctherm.com (e.g. thermal overview, detailed forecasts and diagrams). This includes data being forwarded by email, distributed on social networks (e.g. Facebook, WhatsApp, Twitter, Telegram, Signal, etc.) and published on websites.
- Direct downloading of data from the data interfaces (APIs) of xctherm.com using 3<sup>rd</sup> party software.
- Hacking (intrusion attempts etc.).

Incesco monitors the use of the services and reserves the right to take further technical measures to ensure legal and contractual use in the event of suspected cases (e.g. 2-factor authentication with SMS code).

## 4. Prices

Incesco charges recurring fees for its services, which are due for the entire duration of the subscription when you take out a subscription. The prices for the subscriptions are published on the xctherm.com website.

## 5. Contract Duration and Termination

The contract with Incesco is concluded for a fixed period and is automatically renewed for the same period, unless the customer has terminated the contract before the automatic renewal on the xctherm.com website. The contract duration for the individual subscriptions is published on the xctherm.com website.

## 6. Abuses

If the use in accordance with Section 3 deviates significantly from normal use or if there are signs of illegal or non-contractual behavior, Incesco reserves the right to change, limit or discontinue its service provision without prior notice, to terminate the contract without notice and without compensation and, if necessary, to claim damages as well as to demand the release from claims of third parties.

## 7. Restrictions on Use / Warranty

### **Interruptions**

Incesco strives to ensure high availability of its services. However, uninterrupted availability of the services cannot be guaranteed.

### **Topicality of the data**

Incesco obtains the data for its services from third parties (e.g. Deutscher Wetterdienst) and can therefore not assume any responsibility for the topicality of the data if it is delivered too late or not at all by third parties.

## 8. Disclaimer of Liability

Incesco provides all of the services mentioned under section 2. These serve as a planning aid for flights with hang gliders and do not represent a flight recommendation. The customer (pilot) is solely responsible for carrying out a flight. For this reason, Incesco excludes any liability for damage resulting from the use of the services.

## 9. Data Protection

All data protection provisions are regulated in a separate data protection declaration. The current data protection declaration can be viewed at <https://xctherm.com/en/privacy>.

## 10. Intellectual Property

For the duration of the contract, the customer receives the non-transferable, non-exclusive right to use the services. All rights to existing intellectual property or intellectual property arising from the execution of the contract relating to Incesco's services remain with Incesco or the authorized third parties.

## 11. Amendments

### **Changes in Prices and Services**

Incesco reserves the right to adjust the prices and scope of its services at any time. Incesco communicates changes to customers in good time by e-mail. Should changes to one of the services obtained cause the customer significant disadvantages, the customer can prematurely terminate the affected service at the time of the change without financial consequences. **If the customer fails to do this, he accepts the changes.**

### **Changes to the Terms and Conditions**

Incesco will inform customers in advance of changes to the terms and conditions by email. If the changes cause a disadvantage for the customer, Incesco will inform in good time in advance and the customer can terminate the contract prematurely until at the time the changes come into effect without financial consequences. **If the customer fails to do this, he accepts the changes.**

## 12. Place of Jurisdiction and Applicable Law

The contract is subject to Swiss law. The place of jurisdiction is Zurich.

Zurich, 12.08.2020