

General Terms and Conditions for using hystreet.com

1. General provisions

- 1.1 On our website www.hystreet.com we, hystreet.com GmbH, Oppenheimstrasse 9, 50668 Köln/ Cologne, Germany, registered at Cologne Magistrates' Court (Amtsgericht Köln, TRS/HRB 94350), offer registered users access to our information system about pedestrian frequency measurements. Further information on hystreet.com GmbH is available in our Legal notice
- 1.2 These General Terms and Conditions apply to all services offered by us for use in our information system, and their contents. You can view, print out and store our General Terms and Conditions in a reproducible form when you register and whenever you visit our website. The terms and conditions applicable at the time of registration can be saved and printed out in the registration process. They shall also be attached to the confirmation e-mail in the registration process.
- 1.3 We are at liberty to change our General Terms and Conditions with your consent. Your consent to contract changes counts as provided if you have received the changed terms and conditions in text form with the change notice and failed to object to the changes within four weeks after receiving the change notice. In this change notice, hystreet.com GmbH will specifically inform you of the consequences of failing to object.
- 1.4 Different, contrary or supplementary General Terms and Conditions of the customer shall not even become contract terms if we fail to expressly object to their integration, unless we explicitly agree to their applicability in text form.

2. Contract conclusion for using the information system

- 2.1 The services offered to registered users on our website are not addressed at persons who have not yet reached the age of sixteen or are not capable of contracting. Personal data of legally incompetent persons or persons with a limited capability of contracting under sixteen years of age are not knowingly collected and processed by us without approval by a legal representative of the respective person.

Our offer is directed at consumers and entrepreneurs in the sense of paragraphs 13, 14 of the German Civil Code (BGB). We reserve the right to ascertain during registration

or in the course of use whether registered users use the information system for private or non-private, in particular scientific, journalistic, commercial or freelance purposes.

2.2 The contract for using the information system is formed when we declare acceptance of your registration application or when the access is activated. We may accept registration applications within three working days from their receipt. If you are a consumer within the meaning of section 13 of the Civil Code (BGB, see section 8 below for a definition), we will immediately confirm the receipt of your registration application to you by electronic means. Confirmation of receipt does not yet constitute a legally binding acceptance of your registration application. We are entitled, however, to combine the confirmation of receipt with the declaration of acceptance. A confirmation of receipt is not required for companies within the meaning of section 14 of the Civil Code (BGB).

2.3 **By sending your registration application, you assure that your data entered in the registration form are correct and complete.** You are required to immediately inform us of changes and/or update them by way of the profile settings. In case of a breach of the provisions above, we are entitled to block your access to our services and terminate the usage relationship.

3. User access (account)

The access to our information system is password-protected, using the user access data (account) assigned to you. You are required to keep your user access data confidential and change the password at regular intervals. You are obliged to keep your account information confidential and prevent unauthorized use of these data by third parties.

4. Free use, data use for the creation of usage statistics

We do not charge any remuneration for the intended use of the basic functions of our information system by registered users. If registered users wish to use the paid API access or the unlimited-CSV account to our information system, a separate contract must be concluded.

4.1 **We would like to point out that we collect data about the locations clicked by our users and their attendant location-related queries and exports while our information system is being used. This data collection enables us to create usage profiles and gain information on the attractiveness of the locations in question.**

You agree to the processing of your data for the mentioned purposes in your registration process. This consent may be withdrawn at any time with effect for the future. Please provide us with your withdrawal in text form (hystreet.com GmbH, Oppenheimstrasse 9, 50668 Köln / Cologne, Germany; Fax: 0221 – 77204-40; e-mail: info@hystreet.com). In case of withdrawal, we shall deactivate your user access immediately. As an alternative, you may also terminate the usage relationship yourself by clicking the "Terminate usage relationship" button in the profile settings.

5. Availability of the services

There is no claim to permanent and uninterrupted availability of the information system. We reserve the right to switch off and/or limit services in whole or in parts, especially for maintenance purposes. In addition, we reserve the right to limit the number of CSV exports of registered users.

6. Use of foot traffic data

6.1 The rights to our information system and underlying data collections about foot traffic measurements are due to hystreet.com GmbH. hystreet.com GmbH is the database producer within the meaning of section 87a paragraph 2 of the Copyright Act (UrhG).

6.2 With the establishment of the user relationship, you are granted the possibility to query location data by individual retrieval and to manually generate export files via the export function in accordance with the following provisions.

Permitted are the use and duplication of the data exports

- for private purpose
- for press and media coverage,
- for the tasks and activities of the Federation as well as of the states, cities and municipalities,
- for the purposes of scientific research, and
- for the internal purposes of commercial or freelance enterprises.

The distribution and public reproduction of the data exports or of evaluations, reports and analyses based on the data exports requires our prior consent. Separate consent is not required if the dissemination or public reproduction is for exclusively private

purposes, for the purpose of scientific research or for journalistic purposes by the press/media.

In the event of any reproduction and dissemination of the data from export files including their further processing in reports, evaluations or other media intended for publication, hystreet.com shall be clearly indicated as the source. Any resale of the export data against payment requires the prior written consent of hystreet.com GmbH.

6.3 Automated retrieval of our databases by robots and/or software tools needs to be previously approved by hystreet.com GmbH in writing.

7. Termination

7.1 The usage relationship may be terminated at any time by either party in text form with a notice period of 14 days. The right to use the user access expires in the event of termination.

7.2 You are furthermore able to occasion an immediate termination of the usage relationship by clicking the "Terminate usage relationship" button in the profile settings.

7.3 In case of violations of the General Terms of Use by registered users, hystreet.com may block the respective user without prejudice to further rights and terminate the user relationship for good cause.

8. Withdrawal right for consumers

Irrespective of the always possible termination and deletion of the account by way of the profile settings, consumers within the meaning of Civil Code (BGB) section 13 are due a right of withdrawal as detailed by us below. A consumer is every natural person who enters into a legal transaction for purposes that are predominantly outside a commercial or independent business activity.

Withdrawal advice

Right to withdrawal

You have the right to withdraw from this contract within fourteen days without citing reasons. The withdrawal period is fourteen days from the day of contract conclusion.

To exercise your right to withdrawal, you shall inform us (hystreet.com GmbH, Oppenheimstrasse 9, 50668 Cologne, Germany, phone: 0221 – 77204-251, fax: 0221 – 77204-40; email: info@hystreet.com) of your decision to withdraw from this contract by way of an explicit declaration (e.g. by a postal letter, fax or e-mail). You may use the included sample withdrawal form for this, which is however not obligatory. Sending the declaration

whereby you exercise your right of withdrawal before the withdrawal deadline shall suffice to comply with that deadline.

Consequences of withdrawal

If you withdraw from this contract, we will refund to you all the payments we have received from you, including the delivery costs (except for additional costs arising from your selection of another type of delivery than the least expensive standard delivery offered by us) without delay and no later than within fourteen days from the day on which we received your withdrawal from this contract. We shall use the same payment method for this refund as you did in the original transaction unless we have explicitly agreed otherwise; you shall not be charged any fees because of this refund in any case.

If you requested the services to start before the withdrawal deadline, you shall pay us a reasonable proportional amount corresponding to the ratio between the services already provided by the time you informed us about your exercising of your right of withdrawal with respect to this contract and the total service scope detailed in the contract.

Sample withdrawal form

(If you wish to withdrawal from the contract, please fill in this form and return it to us. Please enter your data legibly and in block letters to enable clear attribution and swift processing.)

To

hystreet.com GmbH

Oppenheimstrasse 9

50668 Köln / Cologne, Germany

E-mail: info@hystreet.com

I/we (*) herewith withdraw from the contract concluded by me/us (*) about the purchase of the following goods (*)/provision of the following service (*):

Ordered on (*)/received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

E-mail address _____

Signature of the consumer(s) (only for declarations on paper):

Date: _____

(*) Delete as applicable.

9. Liability

9.1 We shall be liable in accordance with the statutory regulations unless that liability is limited by the following provisions.

9.2 We exclude our liability for slightly negligent breaches of duty insofar as these do not represent significant infringements, no damages from injury to life, body or health, warranties or claims under product liability law are concerned. The liability for breaches of duties whose fulfilment enables proper contract execution in the first place and you may generally rely upon (so-called "essential contractual obligations") also remains unaffected. The same applies mutatis mutandis to breaches of duty by our vicarious agents.

10. Data protection

10.1 We only process personal data in keeping with the respectively applicable data protection law.

10.2 For detailed data protection information, please see our Privacy Policy at <https://hystreet.com>.

11. Information on the EU Online Dispute Resolution Platform (ODR platform) and the Consumer Dispute Resolution Act (CDRA)

11.1 The EU Commission's online platform for out-of-court settlement of disputes (so-called ODR platform) is available at <http://ec.europa.eu/consumers/odr/>

11.2 hystreet.com GmbH is principally neither willing nor obliged to take part in dispute resolution proceedings before a Consumer Arbitration Board.

12. Final provisions

- 12.1 German law applies, excluding UN sales law (CISG) and German International Private Law.
- 12.2 Should individual provisions of this contract be or become ineffective in whole or in parts, the effectiveness of the remaining provisions shall remain unaffected by this. Instead of the ineffective provision, the parties undertake to agree on a provision that most closely approximates the economic purpose of the ineffective provision.

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