

General Terms and Conditions

July 18, 2020

1. Scope of Application

The following general terms of contract apply to the ordering and processing of all purchases like subscriptions via our website or web shop shop.cigarjournal.com.

2. Shop Proprietor

Select Media GmbH, FN 356604v, Korneuburg Regional Court, 134 Wiener Strasse, 3400 Klosterneuburg, Austria, telephone number: +43 (2243) 20897-0, Fax: +43 (2243) 20897-199, office@selectmedia.at.

3. Youth Protection

The subscription offer via our website is directed exclusively at subscribers who are 21 years Or older.

4. Purchases / Subscriptions

By clicking on the subscription button on our website www.cigarjournal.com, the customer makes a legally binding offer for the conclusion of a subscription contract. The customer then receives a confirmation e-mail with a summary of the content of the contract content, which represents the acceptance of the offer. Select Media is entitled to reject an offer of a customer without specifying reasons. The subscription contract becomes legally effective by the confirmation e-mail and becomes legally binding for both contracting parties.

The content of the subscription contract is the quarterly delivery of four / eight issues of *Cigar Journal* within a period of one / two year(s). The subscription begins with the next issue possible at the time of ordering. The subscription ends automatically after one / two year(s) and the delivery of four / eight issues. A separate declaration of termination of the contract between the contracting parties is not required after the expiry of the period.

Before the contract period expires, the customer will receive an invitation to extend the subscription for another year. This offer to extend the subscription is subject to acceptance. If the acceptance is not made in time, at the latest one week before the expiry of the subscription contract, the subscription contract shall end automatically.

The ordering process in the web shop functions as follows: The customer has the option to make a selection from the product range of the supplier. Via the "buy" button, the customer then submits their binding offer to conclude the contract. Before sending the order, the customer can change and view the data at any time. However, the offer can only be submitted if the customer accepts these contractual conditions by clicking the "Accept GTC" button.

5. Prices

All prices stated include the legal value added tax and are given in euros for all countries in Europe, Africa, the Middle East and the Asia-Pacific region. There are no additional shipping costs. Select Media GmbH does not ship to countries in North and South America.

6. Payment

Payment is made upon conclusion of the subscription contract, i.e. in advance. The customer must select the billing type when concluding the subscription contract; the following payment methods are alternatively available:

- payment by credit card,
- instant transfer,
- payment via PayPal

Our bank details are IBAN: AT63 5300 0011 5510 4488, BIC: HYPNATWW

In case of default of payment we charge the statutory default interest. The invoice will be sent electronically to the e-mail address given by the customer. The customer waives the right to have the invoice sent by post.

7. Shipping

When an annual subscription is ordered, it begins with the next possible issue; a corresponding reference to the issue number can be found on our homepage. The subscription will be sent to the postal address provided by the customer.

8. Warranty & Service

The statutory provisions under Austrian law shall apply (excluding the conflict of law provisions). Visible gross damage to issues of the *Cigar Journal* must be immediately proven and reported to us in writing; a replacement copy of the damaged issue will be resent.

If you have any questions about our products, please contact our customer service at service@cigarjournal.com.

9. Right of Withdrawal According to § 3 KSchG

Any consumer as defined within the Austrian Consumer Protection Act (KSchG) can withdraw from a distance selling contract or a contract concluded outside of business premises within 14 calendar days without stating reasons. The period of withdrawal begins on the day on which the goods are received for the first time and remains safeguarded by the timely dispatch to Select Media GmbH. The declaration of withdrawal is not bound to any particular form. For purpose, the customer can electronically fill out the sample cancellation form provided on our website www.cigarjournal.com and send it directly to us. The use of the revocation form, however, is not mandatory. In case of withdrawal, the customer carries the cost of returning the goods. Select Media GmbH, however, waives the right to return the already delivered goods in the case of withdrawal. Any payments already made will be refunded to the consumer in case of withdrawal.

10. Period of Contract

The annual subscription (delivery of four / eight issues) ends automatically. A separate declaration of termination by the contracting parties is not required to terminate the subscription. Before the subscription is terminated, the customer will receive an invitation to extend the subscription for another year. An ordinary termination of the subscription before the end of one year is excluded.

11. Privacy

With the submission of an order, the customer agrees that all personal data submitted with the order will be stored by Select Media GmbH for the purpose of the proper processing of the contracts concluded by Select Media GmbH via the internet shop.

With the conclusion of the subscription contract the customer agrees that all personal data provided by the customer himself, as well as transaction data obtained during the business relationship may be processed by Select Media GmbH for the purpose of making contact by mail, e-mail, push messages, fax, telephone or SMS for the purpose of sending information about its own goods and services, as well as special and promotional offers.

This consent may be revoked at any time.

12. Choice of Law / Place of Jurisdiction / Contract Language

Austrian law applies exclusively, excluding the conflict of law provisions. The place of jurisdiction is – if permissible – the seat of Select Media GmbH, 134 Wiener Strasse, 3400 Klosterneuburg, Austria. The contract language is German.

13. Miscellaneous

Should one of the above provisions be invalid, the remaining provisions shall remain in effect and shall not affect the validity of the subscription contract concluded. Select Media GmbH is entitled

to change these general terms and conditions but is obliged to inform the customer in writing by e-mail in due time before the change takes effect. The customer then has the opportunity to object to the change within a period of four weeks. In the absence of an objection within four weeks, the change shall be deemed approved. In the event of timely objection, the amendment to the General Terms and Conditions shall not apply to the respective contractual relationship.