



# General Terms and Conditions of Business of juris GmbH

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**Registered office: Gutenbergstraße 23, 66117 Saarbrücken, Germany | Managing Directors: Samuel van Oostrom, Johannes Weichert | Supervisory Board Chairperson: Dr. Matthias Korte | Commercial Register: Saarbrücken Local Court, HRB 8485**

## 1. General provisions

1.1 These General Terms and Conditions of Business (hereinafter referred to as the "GTCB") regulate any and all present and future business transactions between juris GmbH (hereinafter referred to as "juris") and the customer (hereinafter referred to as the "Customer"). They shall also apply to Customers who are consumers as defined in Section 13 of the German Civil Code. Consumers are natural persons who enter into a legal transaction for purposes that can predominantly be viewed as falling outside the scope of their commercial or independent professional activities.

1.2 By placing an order with juris or using the legal service "Landesrecht Baden-Württemberg Bürgerservice", the Customer acknowledges the version of the GTCB that applies at the point in time when the order is placed or the service is used. The German version of the GTCB can be retrieved from juris' Internet site, [www.juris.de/agb](http://www.juris.de/agb), at any time. Any GTCB of the Customer that contradict or supplement these GTCB shall not be recognised and shall not form part of the contract in question unless juris expressly consents to them in that individual case.

1.3. If there are any continuous obligations that need to be met, juris shall reserve the right to amend these GTCB at any time, provided there are compelling grounds that make this necessary – in particular, a change in the legal situation or rulings from the highest judicial authority, technical changes or advancements, new organisational requirements relating to mass transportation, loopholes in the GTCB, changes in market conditions or other grounds of equivalent magnitude – and provided that such amendments do not unfairly disadvantage the Customer. Amendments to the GTCB shall be communicated to the Customer in writing or via e-mail at least six weeks before they take effect. Said amendments shall take effect if the Customer does not raise any objections, in writing or via e-mail, within this period of six weeks (commencing from the point at which the notification of amendments is received) and juris has advised the Customer of this legal consequence in the amendment notification. In the case of services provided free of charge, juris shall at all times be entitled to amend the GTCB, revoke them or replace them with other GTCB. It shall also be entitled to make new services available free of charge or subject to a charge.

## 2. Subject matter

2.1 The subject matter of the GTCB is the conclusion of contracts – both those subject to a charge and those at no charge – concerning the use of online services and data deliveries provided by juris, where these can be retrieved by means of interfaces provided by juris and/or physical data carriers; concerning the purchase of CDs/DVDs and/or ebooks for the purpose of using database works, databases, programs and other content therein; concerning the purchase of printed matter; and concerning the purchase of combinations of the aforementioned goods and services (hereinafter referred to collectively as "Products").

2.2 Prices, conditions, terms of use and technical details of a data delivery shall be agreed in and regulated by a separate data delivery contract; these GTCB shall apply in addition to the provisions of said contract.

## 3. Conclusion of contract and delivery

3.1 The contents of the juris Internet site and of other publications that juris has produced for presentation or advertising purposes do not represent a binding offer; they are merely an invitation to the Customer to make a binding offer. Once the Customer has placed an order, and not before, shall the Customer have declared that it wishes to gain access to the ordered Products or purchase them (i.e. this constitutes submission of an offer). If the order is placed via the Internet, juris shall inform the Customer immediately via e-mail that the order has been received (hereinafter referred to as the "Order Confirmation"). The Order Confirmation shall not itself constitute acceptance of the order, but may be combined with the information concerning acceptance of the order.

3.2 The contract between juris and the Customer shall be formed by one of the following events, whichever comes first: (i) when juris issues written acceptance of the order, (ii) when the details for accessing online services are sent, (iii) when the ordered Products are provided for shipping or download (i.e. the "order acceptance"), or (iv) when the Product in question is used.

3.3 If the ordered Product has not yet been released, the order shall if possible be earmarked for delivery on its release date. If a Product is out of stock, the order shall, at the Customer's discretion, be either cancelled or – if possible – earmarked for subsequent delivery or for reprinting in the case of printed matter. The Customer shall immediately be informed about the Product's lack of availability, any options that are available to the Customer and any expected release dates. In the event of a cancellation, juris shall reimburse the Customer immediately for any services in return that may have been provided.

3.4 Unless otherwise agreed with the Customer, juris shall bear the shipping costs for the delivery of Products that have been ordered. Risk relating to price and performance shall pass to Customers who are not consumers as defined by Section 13 of the German Civil Code at the point when the Products are handed over to the company commissioned to perform the shipping process. The previous sentence shall only apply to Customers who are consumers as defined by Section 13 of the German Civil Code if the Customer has commissioned the company responsible for performing the shipping process, and juris has not appointed said company beforehand.

3.5 The obligations arising from Section 312i (1) sentence 1 no. 1 to no. 3 and sentence 2 of the German Civil Code shall not apply to business transactions between juris and Customers who are not consumers as defined by Section 13 of the German Civil Code.

3.6. juris shall retain ownership of the Products delivered to Customers who are merchants until all claims from the entire business transaction with the Customer, whatever their legal basis, have been fulfilled. On the Customer's request, juris shall undertake to release any securities to which it is entitled pursuant to the previous sentence, provided the realisable value of said securities exceeds the value of the claims to be secured by more than 15%; juris may select the Products to be released in such cases. In respect of Customers who are not merchants, juris shall retain ownership of the delivered Products until full payment of the purchase price or remuneration has been made.



#### 4. Prices, terms of payment, change of rate

4.1 The prices, conditions and terms of use shall be based on the order forms and Product sheets or the pricing information and Product descriptions on juris' Internet site (including cooperation portals operated by juris); the version of said forms and sheets or information and descriptions that was valid when the order was placed shall apply. The documents that are provided at no charge as part of using the "Landesrecht Baden-Württemberg Bürgerservice" shall be displayed in the results list with a price of €0.00. In the case of documents subject to a charge that are provided as part of the "Landesrecht Baden-Württemberg Bürgerservice", the document prices applicable at the time of the search, plus a transaction fee, shall be displayed in the results list. All prices for Products offered by juris are exclusive of the value-added tax that applies at the point in time when payment is due, provided the Customer is not a consumer as defined by Section 13 of the German Civil Code. For Customers who are consumers as defined by Section 13 of the German Civil Code, juris shall be entitled to make price adjustments if there are changes to the value-added tax rate in contexts where there are continuous obligations to be met; or, where there are no continuous obligations to be met, provided that the contractual service is not rendered within the first four months of the contract being concluded. Offers made by juris shall be subject to change until the point when a contract is formed pursuant to Clause 3.2.

4.2 Where there are continuous obligations to be met, juris shall be entitled to make price increases provided that said increases do not exceed 7% of the previously applicable price of the Product in question within a year of the last price increase, or 15% within three consecutive years of the last price increase, and provided that the price increase is equivalent to juris' cost increase for producing and providing the Products (taking into account any cost savings that are made), particularly the costs required for maintaining and developing the technical and human resources infrastructure deployed for the purpose of rendering the services or the necessary costs for licensing the works of third parties; or provided that the price increase is equivalent to the increase in market prices for the printed matter provided as part of the online services in each case. Unless a longer period is specified in the amendment notification, price increases shall take effect at the start of the third month of the amendment notification being received. The Customer shall be entitled to termination of the contract for good cause within six weeks of receiving the notification of the price increase to the point when the price increase takes effect. If the Customer does not exercise this right and the price increase notification informed the Customer of this legal consequence, the contract shall continue with the amended prices.

4.3 If the scope of performance in the case of online services is extended in more than just an insignificant way, juris shall be entitled to increase the prices to a reasonable level; that is, in proportion to the extension. The increase shall take effect at the start of the next-but-one month after the Customer has received the amendment notification. The Customer shall be entitled to termination of the contract for good cause within six weeks of receiving the notification of the price increase to the point when the price increase takes effect. If the Customer does not exercise this right and the price increase notification informed the Customer of this legal consequence, the contract shall continue with the amended prices.

4.4 Unless the terms of payment for the ordered Product, as available in German online at [www.juris.de](http://www.juris.de), or the provisions in 4.5, specify otherwise and/or the Customer has agreed otherwise in writing with juris, settlement and invoicing for use of the online services at a fixed price (i.e. a "flat rate") shall take place on a monthly basis, covering one month in advance in each case; in the case of documents that are retrieved on the basis of a single-document price (i.e. on a "pay-per-document" basis), settlement and invoicing shall take place on a monthly basis at the end of each settlement period; and in the case of purchases of any other Products, settlement and invoicing shall take place on delivery of said Products. The invoice amount shall be due for immediate payment without discounts upon the Customer receiving the invoice. If the Customer defaults on payment, juris shall

be entitled to block access to online services and cease delivery of any further Products ordered by the Customer until such time as the Customer has settled all due claims arising from the business transaction with the Customer, regardless of their legal basis. Money debts shall bear interest during the time of the Customer's default, pursuant to Section 288 of the German Civil Code.

4.5 In the case of documents subject to a charge that are used in the context of the "Landesrecht Baden-Württemberg Bürgerservice", selecting and clicking on any such document in the results list shall display the information that the document may be requested subject to a charge. The fee for retrieving documents that are subject to a charge shall be due immediately and must be paid in advance.

4.5.1 If the "Landesrecht Baden-Württemberg Bürgerservice" user wishes to retrieve a document that is subject to a charge, he or she may start the purchasing process by clicking the "Kauf" ("Buy") links.

4.5.2 Amounts associated with the contract shall be settled by means of a SOFORT transfer (through Sofort GmbH), via PayPal or using a credit card (VISA or MasterCard). In the case of credit card payments, juris shall use the services of the company Concardis, which shall not become a party to the contract. The user can find more information about SOFORT transfers at <https://www.sofort.com/eng-DE/kaeuffer/su/online-zahlen-mit-sofort-ueberweisung/>, more information about PayPal payments at <https://www.paypal.com/uk>, and more information about VISA or MasterCard payments at [www.concardis.com/de-en](http://www.concardis.com/de-en).

4.5.3 Once the purchased document has been made available for retrieval, the user shall have the option to use and, in particular, to save the document within a period of four hours. Once said four-hour period has elapsed (referred to as a "session timeout"), it shall no longer be possible to access the document unless the "Landesrecht Baden-Württemberg Bürgerservice" user has saved it. If the user wishes to retrieve the document again, he/she must request it again subject to a charge.

4.6 Even if claims arising from a defect or counterclaims are asserted, the Customer shall only be entitled to set-off if the claims that have been asserted are legally established, have been recognised by juris or are indisputable. The Customer shall only be authorised to exercise a right of retention if the counterclaim is based on the same contractual relationship from which the Customer's payment obligation arises.

4.7 In the case of online services, the Customer may as a general principle only change to a different Product or rate, and change the number of persons authorised for use, once the minimum term has elapsed; once this has happened, the Customer may do so at any time. Furthermore, a Product or rate change to a Product with a higher basic price and/or a change to the number of persons authorised for use may take place before the minimum term has elapsed in cases where the new price does not fall below the previous total price for the year. Application for the desired change shall be made in writing and shall not become effective until confirmed in writing by juris. If a Product or rate change is made, a new contract shall be deemed to have been concluded and this shall launch a new minimum term corresponding to the new Product or rate.

#### 5. Performance relating to online services and data deliveries

5.1 The online services and data deliveries by juris represent an information service that comprises a range of separate database works and databases (hereinafter referred to as "Databases") and provides the ability to search via interfaces or data deliveries provided by juris, including access to the Database contents. The online services and data deliveries are categorised as stand-alone Products that are independent from one another or non-stand-alone Products that are dependent on one another; they may consist of a single Database, multiple Databases, multiple combinations of Databases, part of a Database, or a combination of parts of multiple Databases. Rights of use shall be restricted to the Product ordered by the



Customer in each case; any other components of the online services shall not represent the subject matter of the contract with the Customer.

5.2 juris shall be entitled to amend and/or deviate from the scope of performance for online services and data deliveries, provided that the purpose of the contract is not adversely affected or is affected only to a minor degree for the Customer, and that the amendment or deviation relates to a general amendment to the juris service or individual Products; i.e. it does not relate to individual Customers. Furthermore, juris shall be entitled to amendments or deviations if there is no licence or other third-party authorisation on which the performance is based. Additionally, amendments or deviations shall be permitted if they are necessary in order to adapt in line with the state of the art or optimise technical systems.

Where amendments and/or deviations will result in the scope of performance being substantially restricted, the Customer shall be entitled to termination of the contract for good cause within six weeks of the substantial restriction coming into effect. If the Customer does not exercise this right and the amendment notification has informed the Customer of this legal consequence, the contract shall continue with the amended scope of performance.

5.3 Only the following parties shall be authorised for use: the Customer and, within the scope of the rights of use that exist pursuant to Clause 7.1, any other persons that the Customer has designated as authorised for use as an option or pursuant to the agreed individual contract, regardless of whether said persons actively use the online services and data deliveries at a specific time ("named user principle"). juris shall provide the Customer – both for its own use and for the other persons authorised to use the online services – with a means of access, usually in the form of personal access details consisting of a user name and password; these details shall enable each search-related cost to be assigned to the user concerned. It shall not be possible for multiple persons authorised for use to gain access using the same personal access details simultaneously. The Customer shall be responsible for keeping the personal access details confidential and must prevent them being misused. The Customer shall assure juris that the Customer and the other persons authorised for use shall keep their personal access details confidential and prevent them being misused. Passing on access details to employees of the Customer or to third parties who are not persons authorised for use shall be considered misuse. If the Customer becomes aware of misuse of access details, it must notify juris of this without delay. juris shall be entitled to block the access details immediately in the event that misuse has occurred.

5.4 The online services may be accessed and searched via the Internet. The Customer shall provide and cover the costs of the Internet connection for using the online services and for data deliveries via interfaces, plus any necessary software purchases and installations. The Customer or user of the "Landesrecht Baden-Württemberg Bürgerservice" shall be responsible for ensuring that the technical requirements for accessing the online services and/or for data deliveries via interfaces are provided at its premises, especially in terms of the deployed hardware, the operating system, the connection to the Internet and the browser software, with due consideration of the technical specifications issued by juris. juris shall reserve the right to make technical changes, especially those relating to the search platform or data deliveries, and amendments to the hardware and software required to use the online services, in order to adapt in line with the state of the art or optimise online services. juris shall notify the Customer of said amendments in good time. In the case of any further development or amendment in the technical components by juris or a third party (e.g. affecting the operating system software or browser software), the Customer shall be responsible for ensuring that the necessary adjustments are made to the software and hardware deployed at its premises.

5.5 juris shall aim for an average annual availability level of no less than 99% for online services. This availability level shall not take into account those non-availability periods which (i) are caused by the Customer or user of the "Landesrecht Baden-Württemberg

Bürgerservice" failing to fulfil the technical requirements for accessing the online Database, (ii) relate to errors in the data transmission network or (iii) fall within the data transmission company's area of responsibility, as well as those which (iv) are the result of force majeure or any other cases in which the cause of the non-availability falls outside of juris' area of responsibility; in particular, power failures and disruptions in telecommunication networks. Additionally, it shall not take into account those non-availability periods that are the result of routine maintenance or updates taking place between 23:00 and 02:00, as well as any necessary maintenance that has been announced. The Customer shall only have the right to a reduction in the agreed remuneration amount in the event that the online services provided by juris fail for a significant period outside of non-availability periods of the kind referred to in sentences 2 and 3.

5.6 juris shall provide the Customer and other persons authorised for use with assistance in using the online services during its normal hours of business, and shall provide technical support within its normal hours of business. juris' normal hours of business shall be Monday to Friday, 08:00 to 18:00, with the exception of statutory holidays in the German state of Saarland. juris shall reserve the right to alter its hours of business.

## **6. Term and termination of online services, data deliveries and subscriptions**

6.1 Unless otherwise specified in the order forms, Product sheets, pricing information and Product descriptions on juris' Internet site that are applicable at the time when the order is placed, and unless otherwise specified by the provisions in 4.5, usage contracts for online services and subscription contracts for the delivery of CDs/DVDs shall be concluded with a minimum term of 12 months. The contract term shall be extended by a further 12 months in each case unless one of the contracting parties terminates the contract in writing with a notice period of six weeks to the end of the contract term.

6.2 This shall not affect the right to terminate the contract for good cause. In juris' case, good cause shall be deemed to apply if (a) the Customer or one of its persons authorised for use has repeatedly violated these GTCB or other contractual obligations in a serious way or despite juris issuing warnings, (b) there is a serious or repeated case of misuse pursuant to Clause 5.3, (c) the Customer is in arrears with payment of an invoice despite two warnings having been issued, or (d) if insolvency proceedings – even if only temporary – have been commenced in respect of the Customer's assets. This shall not affect damage compensation claims.

6.3. When the contract comes to an end, juris shall immediately block the Customer's access to the online services.

## **7. Rights of use**

7.1 Subject to payment of the due and owed remuneration, the Customer shall acquire the simple, non-exclusive right to use the Products in question for its own purposes; said right shall be non-sublicensable, may not be transferred to third parties, and shall be limited to the term of the contract. The Customer shall acquire it both for itself and for any other persons designated as authorised for use within the scope of the Customer's order and the individual contractual agreement. Said right of use shall grant read access to the ordered Products; in the case of online services and CDs/DVDs, it shall also grant the ability to search within the Products, and to save the search results once and print them out once. As a matter of principle, saving may only be carried out during the term of the contract. The provisions of Clause 4.5 shall also apply to the "Landesrecht Baden-Württemberg Bürgerservice". Once the term of the contract has elapsed, only file-related, case-related and transaction-related search results may be saved.

7.2 Any use beyond the scope defined in Clause 7.1 shall be excluded and shall require separate prior written consent from juris unless mandatory legal provisions permit use of this kind. In particular, this relates to the Customer or any other person authorised for use



automatically retrieving contents, systematically producing collections of search results or data deliveries, and systematically processing search results, especially where this concerns duplicating parts of Databases that are material with respect to their nature or scope, removing references to copyright, copying saved search results to other data carriers or networks (with the exception of backup copies), updating search results for use in a local retrieval system, creating and using duplications that are not exclusively intended for the contractual partner's own (professional) use, duplicating documentation – including parts thereof – and any form of commercial use that extends beyond the scope of Clause 7.1, particularly the resale of search results. juris shall be entitled to deploy technical measures that prevent impermissible use. The Customer may not use any means of surmounting or bypassing said measures.

7.3 The Customer shall recognise that the online services, data deliveries and CDs/DVDs it orders are Database works and Databases produced by juris as defined by Article 4 (2) and Article 87a (1) of the German Copyright Act. Any computer programs and interfaces required for the use of the Products shall be subject to the protection stipulated in Articles 69a et seqq of the German Copyright Act. Manuals and any other documentation affecting the Products, plus any content that is provided, shall be subject to protection pursuant to Article 2 of the German Copyright Act. Any rights of third parties to the provided contents shall remain unaffected.

7.4 The following provisions shall also apply to purchasing CDs/DVDs:

a) Upon payment of the purchase price, the Customer shall gain ownership of the physical data carriers.

(b) If the subscription is terminated or individual CDs/DVDs are purchased, the right of use pursuant to Clause 7.1 shall apply to the CD/DVD supplied in each case (most recently supplied, where applicable) without time restrictions; in this case, it shall only be possible to use the CD/DVD on the basis of the latest version of the search software that applies when the CD/DVD is supplied. For technical reasons, the operability of the CD/DVD may be time-limited by means of technical measures; in this case, the time must be extended by juris. The extension shall be put in place free of charge. The Customer shall bear any costs associated with communication.

(c) The CD/DVD licence shall permit use on the local workstation computer only (single-user licence). Installing and using the data carrier or the data it contains on more than one workstation computer and on the network (e.g. LAN, WLAN) simultaneously shall be prohibited and shall require separate written consent from juris.

(d) The Customer shall be entitled to create backup copies of the data carriers and programs supplied if this is necessary in order to safeguard future use of the data carriers or programs.

7.5 If an ebook forms part of a subscription, the associated Product description and the following provisions shall also apply:

(a) Following conclusion of the contract, juris shall provide the Customer with the ability to download the ebook associated with the subscription.

(b) Upon download of the ebook, the Customer shall obtain a simple, non-exclusive right to use the ebook; said right shall be non-sublicensable, may not be transferred to third parties and shall be unlimited in time. This right of use does not entail any acquisition of rights to the contents or the ebook itself.

(c) The Customer shall be entitled to download the ebook no more than three times within the term of the subscription and save it on up to three end-user devices. The Customer may request the ebook on the end-user devices as often as is required.

(d) Passing on the ebook, copies thereof or its contents to third parties shall not be permitted. Likewise, the Customer shall not be entitled to make the ebook, copies thereof or its contents publicly

accessible, place it/them on the Internet or other networks, or sell it/them on.

(e) The Customer shall not be entitled to make content-related or editorial amendments to the ebook. The Customer may not remove or amend trademarks, copyright notices or digital watermarks. The Customer may not remove or bypass any protective measures put in place to prevent copyright infringement.

(f) juris shall be entitled to block the ability to re-download the ebook pursuant to 7.4 (c) if it becomes aware that the Customer has violated any of the provisions above.

## 7.6 Rights of use relating to test subscriptions

7.6.1 When using online services as part of a test subscription, the Customer shall acquire the simple, non-exclusive right to use the contents of the online services in question; said right shall be non-sublicensable, may not be transferred to third parties and shall be limited to the term of the test subscription. The Customer shall acquire it both for itself and for any other persons designated as authorised for use within the scope of the Customer's order and the individual contractual agreement. Said right of use shall permit access to the relevant online services and the ability to search them, as well as downloading, printing out individual search results, and transferring individual search results or parts thereof to the Customer's documents. This right of use does not entail any acquisition of other rights to the contents. All copyrights and other rights to the contents and additional documentation shall be reserved.

7.6.2 Use beyond this scope shall be excluded and shall require separate prior written consent from juris. The provisions in 7.2 of these General Terms and Conditions of Business shall apply *mutatis mutandis*. juris shall expressly reserve the right to termination without notice of a test subscription with immediate effect in the event of unauthorised use.

7.7 In the event that the Customer or a person authorised for use violates the aforementioned provisions of use, juris shall be entitled to block the Customer's or person's access to the Products.

## 8. Claims due to defects and liability

8.1 juris shall exercise the usual care of the kind that meets the requirements of a publishing company in order to ensure that the Product's contents are up to date and maintained; juris shall be reliant on the supply of data from third parties in order to do this. juris makes no guarantee that the contents provided with the Products and what has been selected in this respect are accurate, up to date and complete, especially in the case of collections relating to the field of law, assuming that said contents and selections are based on data supplied by third parties. The Customer shall be obligated to subject the contents to a plausibility check in line with their intended purpose.

8.2 In the event of damage resulting from injury to life, limb or health, fraudulent concealment of defects, claims based on the German Product Liability Act, or wilful intent or gross negligence on the part of juris, a legal representative or vicarious agent, and in the event of damage occurring under a guarantee or assurance granted by juris or a procurement risk accepted by juris, then juris shall be liable without limitation pursuant to legal provisions. In the event of damage occurring for reasons not covered by sentence 1, juris shall – assuming only slight negligence applies – be liable to compensate only for damage that is typical for the type of contract and is foreseeable, provided that juris, a legal representative or a vicarious agent has violated an obligation that relies on being fulfilled properly in order for the contract to be performed, and on whose fulfilment the contractual partner was entitled to rely on (material contractual obligation). Liability without fault shall be excluded for juris in the case of defects that were already present when the contract was concluded, pursuant to Section 536a (1), first part of sentence 1 of the German Civil Code. In other cases, liability shall be excluded



where legally permissible. The Customer shall be obligated to notify juris immediately of any defects, faults or damage arising.

8.3 juris shall not be liable for damage resulting from causes that do not fall within juris' area of responsibility. In particular, this shall apply to damage arising from faults affecting lines, servers and other items of equipment that do not fall within juris' area of responsibility.

## 9. Data protection

The data protection provisions for operating the juris web portal are based on the latest version of the data protection declaration, which can be consulted (in German) at [www.juris.de/datenschutzzerklaerung](http://www.juris.de/datenschutzzerklaerung). Otherwise, juris shall provide information on any data collection or data processing procedures by means of separate declarations.

## 10. Right of revocation for consumers

10.1 In the case of Customers who are consumers as defined by Section 13 of the German Civil Code, juris shall grant a right of revocation pursuant to the provisions outlined below. Consumers are natural persons who enter into a legal transaction for purposes that can predominantly be viewed as falling outside the scope of their commercial or independent professional activities.

10.2 This right of revocation shall not apply to

- a) contracts concerning delivery of computer software in sealed packaging if the seal has been removed following delivery;
- b) contracts for delivering goods items which are not prefabricated and which rely on the consumer's individual choice or specifications for their manufacture, or which are tailored specifically to the personal wishes of the consumer;
- c) contracts concerning the delivery of newspapers, journals or magazines, with the exception of subscription contracts.

### Revocation instruction:

#### **A. Right of revocation in the case of contracts concerning the delivery of goods**

The Customer shall have the right to revoke this contract within fourteen days without specifying a reason.

The revocation period shall be fourteen days from the day on which the Customer, or a third-party nominated by the Customer who is not the carrier,

- a) takes possession of the final goods item, assuming that the Customer has ordered multiple goods items within the scope of a single order and the goods are being delivered separately,
- b) takes possession of the last partial shipment or the last package, assuming that the good items are being delivered in multiple partial shipments or packages,
- c) takes possession of the first goods item, assuming that the contract specifies regular delivery of good items over a defined period, or
- d) takes possession of the goods item(s) in cases where none of the cases outlined in a) – c) applies.

In order to exercise its right of revocation, the Customer must notify juris of its decision to revoke the contract by means of an unequivocal declaration (e.g. a letter, fax or e-mail). The Customer may use the revocation form template (found under D.), although this is not mandatory.

Dispatching the notification exercising the right of revocation before the revocation period elapses shall be deemed sufficient for compliance with the revocation period.

## Consequences of revocation

If the Customer revokes this contract, juris must repay to it all payments that it has received from the Customer, including any delivery costs (with the exception of additional costs arising from the Customer choosing to use a different form of delivery to the standard and most cost-effective form provided by juris). juris must do so immediately; i.e. within no more than fourteen days starting from the day on which it receives the notification concerning revocation of the contract. juris shall use the same method of payment as the method that the Customer used when it made the original payment, unless expressly agreed otherwise with the Customer; under no circumstances shall the Customer be charged a fee for the repayment.

juris may deny repayment until the goods item(s) has (have) been returned to it or until the Customer has provided proof that it has sent back the goods item(s), whichever comes first.

The Customer must send back or hand over to juris the goods item(s) immediately, i.e. within no more than fourteen days starting from the day on which it notifies juris of the revocation of this contract. This period shall be deemed to have been complied with if the Customer sends the goods item(s) before the fourteen-day period has elapsed.

The Customer shall bear any direct costs associated with returning the goods item(s). If the nature of the goods item(s) prevents it (them) from being returned using normal postal methods, juris shall collect it (them) at its own cost.

The Customer shall only be required to compensate for any loss of value of the goods item(s) if said loss of value is the result of the goods item(s) being handled in a way that was not necessary in order to check its (their) condition, properties and functions.

#### **B. Right of revocation in the case of contracts concerning the delivery of digital content**

The Customer shall have the right to revoke this contract within fourteen days without specifying a reason. The revocation period shall be fourteen days from the day on which the contract is concluded.

In order to exercise its right of revocation, the Customer must notify juris of its decision to revoke the contract by means of an unequivocal declaration (e.g. a letter, fax or e-mail). The Customer may use the revocation form template (found under D.), although this is not mandatory.

Dispatching the notification exercising the right of revocation before the revocation period elapses shall be deemed sufficient for compliance with the revocation period.

## Consequences of revocation

If the Customer revokes this contract, juris must repay to it all payments that it has received from the Customer, including any delivery costs (with the exception of additional costs arising from the Customer choosing to use a different form of delivery to the standard and most cost-effective form provided by juris). juris must do so immediately; i.e. within no more than fourteen days starting from the day on which it receives the notification concerning revocation of the contract. juris shall use the same method of payment as the method that the Customer used when it made the original payment, unless expressly agreed otherwise with the Customer; under no circumstances shall the Customer be charged a fee for the repayment.

#### **C. Right of revocation in the case of contracts concerning the rendering of services**

The Customer shall have the right to revoke this contract within fourteen days without specifying a reason. The revocation period



shall be fourteen days from the day on which the contract is concluded.

In order to exercise its right of revocation, the Customer must notify juris of its decision to revoke the contract by means of an unequivocal declaration (e.g. a letter, fax or e-mail). The Customer may use the revocation form template (found under D.), although this is not mandatory.

Dispatching the notification exercising the right of revocation before the revocation period elapses shall be deemed sufficient for compliance with the revocation period.

### Consequences of revocation

If the Customer revokes this contract, juris must repay to it all payments that it has received from the Customer, including any delivery costs (with the exception of additional costs arising from the Customer choosing to use a different form of delivery to the standard and most cost-effective form provided by juris). juris must do so immediately; i.e. within no more than fourteen days starting from the day on which it receives the notification concerning revocation of the contract. juris shall use the same method of payment as the method that the Customer used when it made the original payment, unless expressly agreed otherwise with the Customer; under no circumstances shall the Customer be charged a fee for the repayment.

If the Customer has requested that the service(s) begin(s) during the revocation period, it must pay juris a reasonable amount that reflects the ratio of the services already rendered at the point when the Customer notifies juris that it is exercising the right of revocation for the contract to the total scope of services provided for in the contract. It shall only be possible to fulfil this request if the Customer has communicated it using a durable data medium (such as an e-mail, fax, CD, DVD or USB stick).

The right of revocation shall lapse entirely if the contract has been completely fulfilled by both parties at the express wish of the Customer before the revocation period ends and the Customer has confirmed its awareness that the right of revocation has been lost.

D. The Customer may use the form below in order to exercise its right of revocation as outlined in A. to C.:

### Revocation form template

(If you wish to revoke the contract, please complete this form and return it to us.)

To: juris GmbH, Postfach 101564, 66117 Saarbrücken, Germany, tel. +49 (0) 681 5866-4411, fax: +49 (0) 681 5866-274, e-mail: [vertrieb@juris.de](mailto:vertrieb@juris.de)

I/We (\*) hereby revoke the contract I/we (\*) have concluded concerning the sale of the following goods items (\*)/the rendering of the following services(\*)/the delivery of the following digital content(\*):

\_\_\_\_\_

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

\_\_\_\_\_

Customer's name: \_\_\_\_\_

Customer's address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer's signature (only in the case of paper notifications):

\_\_\_\_\_

Date: \_\_\_\_\_

(\*) Please delete as appropriate.

### 11. Final provisions

11.1 The contract is governed by the laws of Germany. The provisions of the UN Convention on the International Sale of Goods and legal norms that refer to other legal systems shall not apply. If copies of these GTCB are drafted in languages other than German, only the German version shall be binding for juris and for the Customer.

11.2 No verbal ancillary agreements or additions existed at the time when the contract was concluded. Ancillary agreements, amendments or additions must be in writing in order to be effective. Any waiver of the requirement for the written form must also be in writing. In the context of these GTCB, "in writing" also refers to e-mail and fax.

11.3 The place of performance shall be Saarbrücken, Germany. In the event of disputes arising from or in connection with the contractual relationship established between juris and the Customer, Saarbrücken shall be the legal venue in the event of disputes, provided that the contractual partner is a merchant, a legal entity under public law or a public-law special fund.

11.4 If any provision of these GTCB is or becomes ineffective, this shall not have any impact on the effectiveness of the remaining provisions.

11.5 The Customer declares its agreement with the aforementioned provisions and shall undertake to inform other persons authorised for use of this agreement before the services to be rendered by juris are used for the first time. It shall also refer said persons to these General Terms and Conditions of Business as well as any amendments to these General Terms and Conditions of Business using appropriate means, and shall ensure that said persons adhere to the aforementioned provisions.