

Rescission Notice



§1 RIGHT OF RESCISSION FOR PRIVATE CUSTOMERS/ CONSUMERS UPON DELIVERY OF GOODS

Rescission Notice

You have the right to rescind the present contract without specifying any reasons within 14 days. The deadline for rescission is 14 days as from the date on which you or a third party appointed by you who is not the transporter took possession of the initial merchandise. To exercise your right of rescission you are obligated to inform us, DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Fax: +49-40-237 14-258, e-mail: kundenservice(at)dvvmedia.com, through an unambiguous statement (e.g. a letter sent by mail, fax or e-mail) of your decision to rescind the present contract. You may use the attached sample rescission form for this purpose, but this is not mandatory. In order to comply with the rescission deadline it will be sufficient to send the notice of the exercise of your right of rescission before expiration of the rescission deadline.

Consequences of rescission

When you rescind the present contract we will be obligated to reimburse all payments we received from you including delivery costs (with the exception of extra charges incurred from a different choice of delivery than the economical standard delivery offered by us) immediately and by the latest within fourteen days as from the day on which we received your notice of rescission of the present contract. For reimbursement we will use the same currency used in the original transaction unless explicitly agreed on with you otherwise; no fees will be charged to you for reimbursement in any case. We may refuse reimbursement until receipt of the goods returned to us or provision of proof by you that the goods were returned, whichever of these events occurs earlier. You must return or hand over the goods to us immediately and in every case by the latest within fourteen days as from the date on which you inform us of the rescission of the present contract. The deadline is deemed to have been complied with where you send the goods before lapse of the deadline of fourteen days. You will bear the direct costs for return of the goods. You will be liable for any loss of value of the goods only if this loss of value can be traced to unnecessary handling of the goods for an inspection of their features, characteristics and functions.

§2 RIGHT OF RESCISSION FOR PRIVATE CUSTOMERS/CONSUMERS UPON DELIVERY OF DIGITAL CONTENT NOT DELIVERED ON A PHYSICAL DATA CARRIER

Rescission Notice

You have the right to rescind the present contract within fourteen days without specifying any reasons. The rescission deadline will commence fourteen days as from the date of conclusion of the contract. To exercise your right of rescission you are obligated to inform us, DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Fax: +49-40-23714-258, e-mail: kundenservice(at)dvvmedia.com through an unambiguous statement (e.g. a letter sent by mail, fax or e-mail) of your decision to rescind the contract. You may use the attached sample rescission form, but this is not mandatory.

In order to comply with the rescission deadline it will be sufficient to send the notice of the exercise of your right of rescission before expiration of the rescission deadline.

Consequences of Rescission

If you have rescinded the present contract we will be obligated to reimburse all payments we received from you including delivery costs (with the exception of additional charges incurred from a different choice of delivery than the economical standard delivery offered by us) immediately and by the latest within fourteen days as from the day on which we received your notice of rescission of the present contract. For reimbursement we will use the same currency used in the original transaction unless explicitly agreed on with you otherwise; no fees will be charged to you for reimbursement in any case.

Additional Notes

The right to rescission will not apply in the case of contracts concluded for

1. the delivery of goods which are not pre-fabricated and for whose production an individual selection or specification by the consumer is authoritative or which are unambiguously customized for the personal needs of the consumer;
2. the delivery of newspapers, journals or magazines with the exception of subscriptions;
3. the delivery of audio or video recordings or computer software in a sealed package if the seal was removed after the delivery.
4. You are already being advised here that the purchase of an ebook or audio file is subject to the condition of a waiver of the statutory right of rescission. Upon conclusion of the order procedure the customer agrees that he is not entitled to a statutory right of rescission upon purchase and the corresponding immediate download possibility of an ebook/audio file.

Additional Notes on the Exercise of the Right of Rescission in the Case of a Joint Order of Print and E-Paper Subscription

If you ordered a non-gratuitous e-paper subscription in connection with a print-subscription, only simultaneous rescission of the entire offer (print and e-paper) is possible. This means: If you rescind the contract for the print subscription you simultaneously rescind the e-paper subscription.

Deviating Provision:

Deviating from §357 Sect. 9 BGB (Civil Code) value reimbursement is to be made for the contract on the delivery of digital content not located on a data carrier where the contract for the delivery of goods associated with the present contract is rescinded and you

a) explicitly gave your consent that we could start with the performance of the contract before expiration of the rescission deadline

and

b) you confirm that you are aware that you will lose your right of rescission with your consent.

§3 RIGHT OF RESCISSION FOR PRIVATE CUSTOMERS/CONSUMERS UPON SERVICES

Rescission Notice

You have the right to rescind the present contract without specifying any reasons within 14 days. The deadline for rescission is 14 days as from the date of the conclusion of the contract. To exercise your right of rescission you are obligated to inform us, DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Fax: +49-40-237 14-258, e-mail: kundenservice(at)dvvmedia.com, through an unambiguous statement (e.g. a letter sent by mail, fax or e-mail) of your decision to rescind the present contract. You may use the attached sample rescission form for this purpose, but this is not mandatory. In order to comply with the rescission deadline it will be sufficient to send the notice of the exercise of your right of rescission before expiration of the rescission deadline.

When you rescind the present contract we will be obligated to reimburse all payments we received from you including delivery costs immediately and by the latest within fourteen days as from the day on which we received your notice of rescission of the present contract. For reimbursement we will use the same currency used in the original transaction unless explicitly agreed on with you otherwise; no fees will be charged to you for reimbursement in any case. Where you requested services to start during the rescission period you will be obligated to pay us an adequate amount equivalent to the share of the service rendered by the time you inform us of the exercise of the right of rescission of the present contract in comparison with the total range of services stipulated in the contract.