

# Standard Terms and Conditions for billing the JonDonym Service

of

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hereafter called "JonDos".

## §1 Scope and Subject Terms

- (1) Unless otherwise agreed, these Standard Terms and Conditions shall apply to each contract regulating the use of the software „JonDo“ and the payment systems provided by JonDos for the service JonDonym.
- (2) JonDos expressly rejects the inclusion of any and all Standard Terms and Conditions of the Customer, unless JonDos has, pursuant to sec. 126 of the German Civil Code ("BGB"), formally confirmed them in written form. These Standard Terms and Conditions are exclusively valid even if JonDos performs its services unreserved in knowledge of conflicting Standard Terms and Conditions of the Customer.
- (3) „JonDo“ enables the user (hereinafter referred to as the "Customer") to connect to JonDonym Mix Cascades (so-called Mix services connected in series) in order to pseudonymise his IP address for telemedia (websites in particular). Using Mix servers in the scope of the service, maybe with the help of this software, is subject to the terms and conditions of the respective service providers (hereinafter referred to as "Operators"). The Customer may use „JonDo“ and the payment systems offered by JonDos to access the JonDonym service and to pay the respective service Operators.

## **§2 Responsibilities of JonDos**

- (1) The Customer may choose which Mix Cascade with the Operators he trusts he wants to use. In order to allow this selection, JonDos denominates the Operators in the service JonDonym according to a certification. JonDos commits itself to the highest accuracy in the correct certification and identification of Operators as natural or legal persons.
- (2) JonDos settles the incurring fees for the use of the Mix Cascades on behalf of the Customer with the respective Operators. Depending on the tariff chosen by the Customer, the settlement is done according to the used data traffic or as a flat rate for a term defined by the respective tariff.
- (3) In the scope of its responsibilities, JonDos offers cost-free support by e-mail and a user forum to the Customer. Support by phone and messenger, is, as far as provided, with costs. The respective costs conform to the current price list.

## **§3 Customer Responsibilities**

- (1) The Customer ensures that the data handed over to JonDos are correct and complete. He has to inform about changes of the data immediately.
- (2) The Customer commits not to transfer access data sent by JonDos to third parties and to keep them confidential. If the Customer gets notice of an unauthorised usage, he has to inform JonDos about it immediately.
- (3) The Customer assures to safely store his account data and to create at least one backup copy of each. This obligation for storage also applies for the JonDonym account number and the JonDonym transaction or article number transmitted during payment.
- (4) The Customer undertakes to refrain from using the same access authorisation simultaneously on one or more Mix Cascades. However, using the same access authorisation on several computers at different times is allowed.

## **§4 Term and Termination of Contract**

- (1) The Contract duration complies with the rate or plan chosen by the Customer.
- (2) If the Contract has been concluded for an unlimited time, or if an automatic prolongation of the Contract after the minimum Contract duration has been agreed upon, the Customer has the right to terminate the Contract with 4 weeks notice if nothing else has been agreed upon.

- (3) Either party may terminate the Contract immediately by notice to the other party if the other party breaches or defaults in the performance of any material provision of the Contract and such breach or default is not cured within 7 days after notice thereof is received by the breaching party.
- (4) If an Operator shuts down his service and thereby the continuation of a plan would not be possible, the contractual relationship ends and the services that were not used are reimbursed to the Customer on a pro-rata basis.
- (5) If the Customer is permanently not able to connect to any JonDonym service for reasons not caused by himself with gross negligence or with intent, and connecting is not possible even after an adequate support by JonDos, the Customer receives a break option during the runtime of his chosen rate. If he takes the break option, the services that were not used are reimbursed to the Customer on a pro-data basis.
- (6) If JonDos is behind schedule with contractual obligations, the Customer only has the right of withdrawal from the Contract if JonDos does not comply within an adequate period. The deadline for this has to be set in written form. The period has to be at least two weeks.
- (7) The notice of cancellation always has to be in written form. Notwithstanding any termination of the Contract, the provisions § 5 and § 6 of these Standard Terms and Conditions will survive.

## **§5 Prices and Payment**

- (1) The prices and due dates of payment for the usage of JonDonym comply with the rate chosen by the Customer.
- (2) The usage of JonDonym and the receipt of access data are only possible after paying the fee agreed upon. Other payment methods need an agreement between JonDos and the Customer.
- (3) In case of default, JonDos charges pursuant to sec. 288 subsec. 1 BGB an interest per year of five percentage points above the basic rate of interest, and moreover has the right to disable the Customer's access to the service and his access data at once. If the Customer defaults with his payment obligations, he is liable to pay damages. Any rights of JonDos to request any additional damages shall remain unaffected.

## **§6 Liability**

- (1) JonDos disclaims all guarantees related to service, products and software.
- (2) JonDos is liable for any damages adequate causally caused by gross negligence or wilful misconduct of his own, his legal representatives, employees or agents.

- (3) In case of damages caused by ordinary negligence, JonDos is only liable, if a fundamental contract obligation (cardinal obligation) has been breached. Cardinal obligations are duties of central importance for the Contract in a way that a violation of those deprives the other party of what he is entitled to expect under the Contract. In such cases of ordinary negligence the JonDos liability amount is limited to the damage that could have been reasonably foreseen by JonDos at the time of conclusion of the Contract.
- (4) Notwithstanding anything to the contrary contained in this Standard Terms and Conditions any liability of JonDos for damages which affect injury to life body or health, the breach of cardinal obligations caused by JonDos or one of his legal representatives, employees or agents, or duties of which JonDos has no control of, warranted characteristics or damages under the German Product Liability Act ("ProdHaftG") shall remain unaffected hereby.
- (5) In particular, JonDos is not liable for damages resulting from the disclosure of the Customer's identity or the outage of individual Mix servers, respectively. As far as this has been caused by default of Operators, the Customer has to contact them directly. JonDos stresses that, in order to prevent the disclosure of the Customer's identity, in addition to the use of JonDo, further precautions such as a secure configuration of the Customer's web browser, his operating system and computer are necessary.
- (6) Furthermore, JonDos is not liable for the availability of the Operators' Mix servers, or for characteristics of Mix servers warranted by Operators. A claim for using a certain Mix Cascade does not exist.
- (7) JonDos is not liable for damages resulting from loss or misuse of the Customer's access data. In particular, JonDos is in this case not obliged to refund previously paid fees already settled with an Operator to the Customer.

## **§7 Data Protection**

- (1) JonDos collects, processes and uses personal data without further acceptance by the customer only as far as needed for the conclusion and handling of the contract as well as for accounting reasons. JonDos does not hand over any individual-related data to third parties.
- (2) For a payment transaction, JonDos stores the time of the transaction, the country from which the transaction was triggered, the language that was set in the customer's operating system and JonDo, the pseudonymous JonDonym transaction number, the pseudonymous JonDonym account number, the chosen rate and the payment method chosen by the customer (e.g. bank money transfer, credit card, ...). The customer's IP address is not stored.
- (3) By using the JonDonym technology, the program JonDo prevents JonDos and third parties from linking the customer's account data with the internet services the customer connects to. JonDos may only determine how much data volume the customer has used with his account over which Mix services. This is necessary for ensuring the correctness of billing.

- (4) JonDos stores the customer's consumption of data volume at a daily basis. For customer administration and other accounting reasons, JonDos moreover transfers, on a daily basis, the following data to Mix operators: the customer's pseudonymous account number and the data volume that the customer consumed on the Mix services of a certain operator, if the customer consumed any data on the operator's services.
- (5) At any time, you have the right to get information about the data stored concerning your identity, about its origin, receiver and the purpose of its storage.

### **§8 Venue / Applicable Law**

- (1) Exclusive venue for all disputes arising from this Contract is, if the Customer is merchant, legal person governed by the public law, special property under public law or inland without place of jurisdiction, Regensburg. Moreover, JonDos has the right to sue the Customer at his own venue.
- (2) The Contract between the Operator and the Customer shall be governed, construed and interpreted in accordance with the laws of the Federal Republic of Germany. The regulations of the United Nations convention on contracts for the sale of movable goods (CISG) shall be expressly excluded.

### **§9 Notice of Cancellation**

- (1) **You may cancel your declaration of contract within one month without giving reasons in textual form (e.g. by mail, fax, e-mail). The cancellation period shall commence at the earliest on receipt of this notice of cancellation, but at the latest on the day when the Customer account is activated by JonDos or when the Customer receives his access data, respectively. To meet the deadline it will suffice to send the notice of cancellation on time. The notice of cancellation has to be sent to**

**JonDos GmbH  
Äußere Bayreuther Straße 59  
90409 Nürnberg  
Germany  
E-Mail: [payment@jondos.de](mailto:payment@jondos.de)**

- (2) **In case of an effective cancellation, the benefits received on both sides have to be returned, and, if necessary, interest has to be released. If you cannot return to us the benefit received as a whole or partially, or in a declined condition only, you have to, if necessary, pay compensation for the value.**

**(3) Your right of cancellation expires prematurely if you have utilised the JonDonym service upon your explicit approval before the end of the cancellation period, or if you have arranged this usage by yourself.**

### **§10 Severability Clause**

If any provision of these Standard Terms and Conditions or the application thereof to any person or circumstances is fully or partially invalid, unlawful or unenforceable, all remaining provisions or application of these provisions shall remain unaffected thereof. An invalid, unlawful or unenforceable provision shall be regarded as replaced by a valid, lawful and enforceable provision that as closely as possible reflects the economic background and meaning of the replaced provision. Sec. 139 BGB is not applicable.

Regensburg, 2017/09/15