

## **Terms of usage for Ravi Roy's online repertory**

### **1.General information**

1.1.The Ravi Roy Teaching and Research Institute for Homeopathy (hereinafter: Ravi Roy), Burgstr. 8, 82418 Riegsee-Hagen, Germany, offers to its customers (hereinafter: user/users) the possibility of permanently using Ravi Roy's online repertory ([www.roy-repertory.com](http://www.roy-repertory.com)) under these terms of usage within the scope of a service contract.

1.2.These terms of usage are respectively applicable for a test account excluding clause 8 and 11.

1.3.These terms of usage include the conditions applicable for Ravi Roy and the users regarding the services offered by Ravi Roy within the scope of this service contract. Deviant regulations are only applicable, if they have been confirmed by Ravi Roy in written form.

1.4.By registering for the online repertory the user acknowledges these terms of usage as applicable.

1.5.Any alterations to these terms of usage will be submitted to the user in written form. Then he has the opportunity to object to these alterations within three weeks. The alterations are considered as agreed upon, if no objection has been raised in due time.

### **2.Subjekt matter of the contract**

2.1.Ravi Roy makes the online repertory available for its users on [www.roy-repertory.com](http://www.roy-repertory.com) for online research. For these purposes the user may duplicate single contents by downloading them or printing them out.

2.2.The contents of the online repertory are constantly being altered and updated for quality assurance and improvement.

2.3.Ravi Roy provides the user with an online user guide.

### **3.Conclusion of the contract**

The presentation of Ravi Roy's services on the Internet does not constitute a binding offer. Only an order being placed by the user is a binding offer which will be accepted by Ravi Roy by means of submitting a confirmation of the order via email. The first confirmation email only affirms receipt of the order and is not to be regarded as confirmation of the order or de-

claration of acceptance. Acceptance of the offer will follow by sending the registration data at the latest; therewith the contract is concluded.

#### **4. Instructions concerning the consumer's right of revocation**

##### **4.1. Right of revocation**

**Within two weeks the consumer may revoke his contractual declaration in written form (e.g. letter, fax, email) without stating any reasons. This time period starts after receipt of these instructions in written form, however, not prior to conclusion of the contract or fulfilment of our duties to provide information under section 312 c, clause 2 BGB in connection with section 1, clause 1 and 4 BGB-InfoV (German Civil Code; Ordinance Concerning Information Requirements) as well as our duties under section 312 e clause 1 sentence 1 BGB (German Civil Code) in connection with section 3 BGB-InfoV (German Civil Code; Ordinance Concerning Information Requirements). In order to comply with the revocation period it is sufficient to send the revocation in due time. Any revocations must be sent to:**

**Ravi Roy Teaching and Research Institute for Homeopathy**

**Burgstr. 8**

**82418 Riegsee-Hagen, Germany**

**Fax: 0049 (0) 8841 4298**

**E-Mail: [info@roy-repertory.com](mailto:info@roy-repertory.com)**

##### **4.2 Legal Consequences of revocation:**

**In case of an effective revocation all mutually received services and, if applicable, all derived benefits (e.g. interest) must be returned. If the consumer cannot return services received by him at all or only partially or only in a deteriorated condition, he is obliged to compensate for lost value insofar, if applicable. Any obligation to reimbursement of payments must be fulfilled within 30 days. This time period starts for the consumer at the time of submitting his declaration of revocation and for Ravi Roy at the time of receipt of this declaration .**

### **4.3 Additional information:**

**In case of a service performance the consumer's right to revocation expires untimely, if Ravi Roy has already started performing the service with the consumer's express consent prior to the end of the revocation period or if the consumer has initiated this service himself.**

### **5.Availability**

5.1.Ravi Roy provides the user with a twenty-four hours online access to its repertory by using the services of a network access provider. This network access provider ensures a 97% average availability of the contents. Ravi Roy does not have any influence on availability and does therefore not assume liability for any damages resulting from a possible lack of availability caused by the network access provider.

5.2. Ravi Roy is entitled to perform regular maintenance work, and will perform this work outside normal working hours as far as possible. During maintenance work the online repertory might not be available.

### **6.Registration**

6.1.Using the online repertory requires registration of the user. The user is obliged to state any data requested during the registration process correctly and completely.

6.2.After registration the user receives a user name and a password. The user is obliged to store these access data protected against access of third parties.

### **7.Licenses**

7.1.The online repertory is protected by copyright. The user is obliged to observe the existing copyrights and binds himself to not infringe those copyrights. The user may access, save and use any content of this repertory only for personal use.

7.2.The user is not entitled to alter, reproduce for third parties, forward, sell any contents accessed by him nor to make other commercial use of those contents or to give third parties access to them.

### **8.Payment**

The rates charged for using the online repertory are stated in the price list. The invoiced

amount must be paid within 14 days after receipt of the invoice.

## **9.Liability**

9.1.Ravi Roy is not liable for existence, qualification and accuracy of the public transmission lines utilized by the user nor for the hard- and software with which the user accesses the on-line repertory.

9.2.Ravi Roy is liable for intention and gross negligence, however, only for slight negligence, if fundamental contractual duties have been violated. Liability for slightly negligent violation of fundamental contractual duties is limited to typically predictable damages. As for the rest liability is excluded.

## **10.Assignment and set-off**

10.1.Partial or complete assignment of the user's rights resulting from the contract with Ravi Roy to third parties is excluded.

10.2.The user is only entitled to set-off uncontested or legally-binding counterclaims with Ravi Roy.

## **11.Duration and termination of the contract**

11.1.The contract of usage can be concluded with a duration of one year or two or five years. Duration starts with the day after registration for the online repertory; the free test account is included.

11.2.The contract of usage is renewed for another year, if it has not been terminated in written form with a period of one month to the end of the respective termination of the contract. Renewal of the contract for a longer duration than one year can be agreed on separately prior to expiration of the period. Termination via fax or email complies with the condition of written termination.

## **12.Final provisions**

12.1.The contract concluded with the user is exclusively subject to German Law excluding the UN regulations on Sales.

12.2.If the user is a businessman, Ravi Roy's place of business in Riegsee-Hagen, Germany, is the exclusive place of jurisdiction.

12.3.Any amendments of these terms of usage or statements after these terms of usage towards the other contracting party require a statement in written form or an email.

12.4.If individual provisions of these terms of usage should prove to be partially or completely ineffective, this does not affect the effectiveness of the remaining provisions.

Ravi Roy, June 25, 2008