

# Online Shop Terms and Conditions

Terms and Conditions in the Online Shop at [www.palgrave.com](http://www.palgrave.com)

Revised: 23.01.2018

## 1. Definitions, Scope of Application

1.1 The following Online Shop Terms and Conditions (“T&C”) apply to the use of the Online Shop at [www.palgrave.com](http://www.palgrave.com) (“Online-Shop”), as well as to the purchase contracts concluded at the Online Shop, and to all related services provided by us. For customers domiciled or established in North, Central or South America, contracts are concluded with Springer Nature Customer Service Center LLC (233 Spring St, New York, NY, 10013 United States, phone 1-866-839-0194, fax: +1 212 460 1700, email: [customerservice@springernature.com](mailto:customerservice@springernature.com)); for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia, contracts are concluded with Springer Nature Customer Service Center GmbH (Tiergartenstr. 15-17, 69121 Heidelberg, Germany, phone +49 (0) 6221 345 4303, fax: +49 6221 345 4229, email: [customerservice@springernature.com](mailto:customerservice@springernature.com)) (“Springer”).

1.2 As used in these T&C, the term “Customer” shall refer to users of the Online Shop and to buyers of digital and print products at the Online Shop.

1.3 Any terms of business laid down by the Customer which diverge from these T&C shall not apply. Any confirmation from the Customer that is based on the latter’s own terms of business is hereby expressly refuted. The Customer’s terms of business shall not become an integral part of any agreements unless Springer has expressly confirmed same in writing.

## 2. Springer’s Performance

2.1 In the Online Shop, Springer offers books, magazines, electronic books (including individual chapters thereof, if available) (“eBooks”), and electronic magazines (including individual articles thereof, if available) (“ePapers”) for sale as well as non-renewing access for a limited period of time to packages of eBooks and/or ePaper arranged by subject matter (“Springer Topic Collections”). The specific items and prices or subscription terms can be gathered from the details provided in each case at the Online Shop.

2.2 After placing an order for them, Customers can download and store eBooks and ePapers in PDF format, and/or – to the extent available in the Online Shop – in EPUB format (“Electronic Format”).

2.3 For ePapers, both separate issues for individual retrieval and subscriptions for varying periods are available.

2.4. The Customer will be granted access to Springer Topic Collections after his or her respective order by access to the URL [www.springerlink.com](http://www.springerlink.com) (“SpringerLink”). After a customer has subscribed to a Springer Topic Collection, Springer may, at its sole discretion, add further ePapers and/or eBooks to that Springer Topic Collection or replace existing content with revised editions. The customer shall, however, not be entitled to such additions or revisions of the Springer Topic Collection.

## 3. Technical Requirements for Using Digital Content

3.1 For using digital content and in particular for reading and storing the eBooks, ePapers, and Springer Topic Collections, the Customer needs normal Internet access and a program for viewing documents in Electronic Format.

## 4. Use of the Online Shop

4.1 Customers intending to place orders at the Online Shop must first register to use the Online Shop.

4.2 The fundamental requirement for registering is that the Customer is of age and that he or she has full legal

capacity.

4.3 The personal data requested during registration must be true and correct. In particular, the Customer may not enter any third-party data and in the event of any changes shall be under obligation to immediately update his or her personal particulars in the Online Shop.

4.4 By sending off the completed registration form, the Customer is submitting a proposal to conclude an agreement on accessing and using the Online Shop. Subsequently, the Customer will be sent a confirmation email containing his or her personal access data. This confirmation email constitutes Springer's acceptance of the Customer's proposal. In this way, an agreement on the use of the Online Shop will be formed.

4.5 Springer is entitled to turn down individual registrations for the Online Shop without stating any reasons.

4.6 If the Customer purchases access to a Springer Topic Collection, this Agreement shall include the use of SpringerLink to extent necessary for access to the Springer Topic Collection purchased by the Customer.

## 5. Access Data

5.1 The access data (email address and password, or user name and password) are exclusively for the Customer's own personal use. The Customer may not pass on or otherwise disclose his or her access data to third parties. If the Customer obtains knowledge of any misuse of access data, or simply suspects such misuse, he or she must immediately report this to Springer. The Customer shall be liable for all consequences of third-party use insofar as he or she is responsible for access data being misused. This may include having to pay for any orders placed without authorisation. The Customer's liability for further actions taken by third parties shall lapse as soon as he or she has informed Springer about the unauthorised usage of access data or their loss, and has changed his or her password, if necessary.

5.2 In the event of any breach of these terms of use and T&C, in particular

- If incorrect data are provided during registration, and/or
- If access data (esp. the password) is disclosed without authority to do so,

Springer shall be entitled to temporarily or permanently block the Customer's access data, and/or to finally and conclusively refuse the Customer access either with immediate effect or after a period of notice fixed at Springer's own discretion, and/or to give extraordinary notice terminating the agreement on use with immediate effect. In any such case, the Customer may not re-register as a user of the Online Shop without Springer's express prior approval.

## 6. Purchase of and Subscription to Print Products and Digital Content

6.1 The Customer has the option of ordering individual issues of certain books and/or magazines as print products and/or as eBooks or ePapers and may also take out subscriptions of print products or access to a Springer Topic Collection, by clicking on the relevant shopping cart button provided for the goods on offer, and by subsequently completing the order process.

6.2 By clicking on the "Buy now" button, the Customer submits a proposal to conclude the relevant contract. Springer accepts this proposal by sending order confirmations by email, whereupon the contract is formed. Springer is under no obligation to accept the Customer's proposal. Springer's confirmation of receipt of an order does not constitute a binding confirmation of the actual order.

6.3 The Customer does not have withdrawal right when

- purchasing single copies of print magazines via Springer.com.
- the purchase of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

The right of withdrawal expires for ePapers, eBooks, and Springer Topic Collections if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

6.4 Except as described in 6.3, the Customer has the following withdrawal right:

(a) For a contract on the delivery of goods which are delivered in one delivery, the following shall apply:

### Instruction on withdrawal

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#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (for customers domiciled or established in North, Central or South America: Springer Nature Customer Service Center LLC, 233 Spring St, New York, NY, 10013 United States, fax: +1 212 460 1700, email:

customerservice@springernature.com; for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia: Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email:

customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

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#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or

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you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

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(b) For a contract on the delivery of goods which have been ordered in on order but are delivered separately, the following shall apply:

#### Instruction on withdrawal

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##### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (for customers domiciled or established in North, Central or South America: Springer Nature Customer Service Center LLC, 233 Spring St, New York, NY, 10013 United States, fax: +1 212 460 1700, email:

customerservice@springernature.com; for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia: Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email:

customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

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**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

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(c) For print magazine subscriptions the following shall apply:

**Instruction on withdrawal**

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**Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.

To exercise the right of withdrawal, you must inform us (for customers domiciled or established in North, Central or South America: Springer Nature Customer Service Center LLC, 233 Spring St, New York, NY, 10013 United States, fax: +1 212 460 1700, email: customerservice@springernature.com; for customers

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domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia: Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email: customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

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### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

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(d) For purchase contracts of as well as subscriptions of online access to ePapers, eBooks, and Springer Topic Collections the following shall apply:

### **Instruction on withdrawal**

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**Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (for customers domiciled or established in North, Central or South America: Springer Nature Customer Service Center LLC, 233 Spring St, New York, NY, 10013 United States, fax: +1 212 460 1700, email:

customerservice@springernature.com; for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia: Springer Nature Customer Service Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg, Germany, fax: +49 6221 345 4229, email:

customerservice@springernature.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

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**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send

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back the goods before the period of 14 days has expired.  
You will have to bear the direct cost of returning the goods.  
You are only liable for any diminished value of the goods  
resulting from the handling other than what is necessary to  
establish the nature, characteristics and functioning of the  
goods.

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(e) The following form may be used to state your withdrawal, but it is not obligatory:

#### **Model withdrawal form**

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(complete and return this form only if you wish to withdraw  
from the contract)

To Springer Nature Customer Service Center LLC, 233  
Spring St, New York, NY, 10013 United States (for  
customers domiciled or established in North, Central or  
South America) (\*) / To Springer Nature Customer Service  
Center GmbH, Tiergartenstr. 15-17, 69121 Heidelberg,  
Germany (for customers domiciled or established in Europe,  
Middle East, Africa, Asia, Oceania, Australia) (\*):

I/We (\*) hereby give notice that I/We (\*) withdraw from  
my/our (\*) contract of sale of the following goods (\*)/for  
the provision of the following service (\*),

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

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on  
paper),

Date

(\*) Delete as appropriate.

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## **7. Terms of Delivery for Print Products**

7.1 The books, magazines and other print products sold by Springer shall be dispatched to the Customer. The Customer shall pay the normal shipping costs. During the order process, the Customer's attention will be expressly drawn to this fact and to the actual shipping costs payable.

7.2 Springer is entitled to make part-deliveries.

7.3 On exercising the revocation right, the Customer shall pay the standard cost of returning the goods if the price of the item being returned is less than EUR 40, or – for items costing more than this amount – if on the date of revocation the Customer has not yet effected counter-performance or not yet made a part-payment



agreed in the contract, unless the items ordered have not been correctly delivered. In all other cases, returning items on exercising the revocation right is free of charge.

## 8. Delivery of Digital Content

8.1 eBooks and/or ePapers are delivered in Electronic Format. For delivery purposes, the Customer can click on a button on the website after conclusion of the contract, which triggers the downloading of the respective file in Electronic Format.

8.2 Access to Springer Topic Collections is granted by activating the Springer Topic Collection purchased by the Customer on SpringerLink. The Customer may access the Springer Topic Collection in either of the following ways: (a) via the detail page of the product in the Online Shop, which is linked to on SpringerLink, or (b) via direct log-in on SpringerLink. The required login data are the same as that for the Online Shop.

8.3 Springer reserves the right to discontinue distributing individual eBooks or ePapers or Springer Topic Collections or parts thereof in the event of any violation of copyright or for other important reasons. If, for this reason, the product bought is no longer accessible via the link mentioned in Clause 8.1 or 8.2 above within the first 12 months of the contract's having been concluded and the Customer has not yet downloaded a complete, technically satisfactory file of the eBook eBook in one of the Electronic Formats offered, the full amount paid for the book concerned (or, if it is part of a Springer Topic Collection, an according part of the full amount) shall be refunded to the Customer by Springer.

## 9. Subscription Periods, including Subscriptions of Springer Topic Collections

9.1 Subscriptions of journals (print and digital) are always made for one calendar year (January—December) and include the number of issues stated on the price list or on the product page. They will be renewed automatically for another year unless notice of termination is given until 30 September of the current year.

9.2 Subscriptions of Springer Topic Collections are made for one year starting with the conclusion of the contract. They will not be automatically renewed and cannot be terminated before the end of the subscription period.

9.3 Nonetheless, both parties reserve the right to terminate a subscription with immediate effect for grave cause.

9.4 Notice of any such termination must be transmitted in text form (pursuant to section 126b of the German Civil Code). Please send your notice of termination by email to [customerservice@springernature.com](mailto:customerservice@springernature.com) or to the following address: Springer Nature Customer Service Center LLC, 233 Spring St, New York, NY, 10013 United States (for customers domiciled or established in North, Central or South America) or to Springer Nature Customer Service Center GmbH, Tiergartenstraße 15-17, 69121 Heidelberg (for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia) or by telefax to +1 212 460 1700 (the Americas) or to +49 6221 345-4229 (rest of the world).

## 10. Prices, Terms of Payment

10.1 The prices for the individual goods are stated in the respective presentation of each item. For ePaper subscriptions however, Springer reserves the right to offer special prices to Customers who concurrently take out a subscription for the corresponding print publication.

10.2 The subscription prices for certain ePapers as well as Springer Topic Collections may increase or decrease during the term of the agreement on use. Any such price change shall not affect a subscription already taken out. However, if the Customer wishes to actively renew a subscription in the Online Shop, the subscription price then in force shall apply for the renewed subscription.

10.3 All the prices quoted in the Online Shop include German statutory turnover tax at the rate in force at the time.

10.4 Unless otherwise agreed, payment for an individual order of a print product, or for one-off retrieval of an eBook or ePaper, or for a subscription, including subscriptions of Springer Topic Collections (no matter whether print or digital) must be made in advance and shall fall due for payment immediately on completion of

the order.

10.5 Springer may offer various means of payment. For print products, the purchase price may be paid by credit card, PayPal or bank remittance. For digital products (eBooks or ePapers), the purchase price or subscription price may be paid either by credit card or by PayPal. For payments handled by a payment system provider (e.g. PayPal), the respective provider's terms of business and terms of use shall apply exclusively; the Customer may need to have a user account with the respective provider.

10.6 The Customer shall be billed electronically for the goods and services ordered, and invoices shall be sent to the email address he or she has specified. If the Customer also wishes hard-copy invoices to be sent, Springer may charge a separate fee for this.

10.7 If the Customer fails to honour his or her payment obligations, or if any amounts paid are reverse-charged, Springer shall be entitled to block the Customer's access to the Online Shop and, if applicable, to SpringerLink, while at the same time reserving the right to assert further claims. If access is blocked because receivables are still outstanding and if the Customer balances the arrears, his or her access shall be reactivated.

10.9 Print products are delivered subject to retention of title. The goods delivered shall remain Springer's property until such time as the purchase price has been paid in full.

## 11. Rights of Use for Digital Content

11.1 Purchased digital content shall be delivered to the Customer by making the eBook or ePaper available in Electronic Format (cf. Clause 8 above).

11.2 The Use of eBooks or ePapers is permitted only for the Customer's own purposes and the cases allowed by copyright law. If the Customer downloads digital content, the file may be stored on the end device used by the Customer personally. The following in particular are not permitted: making unauthorised additional copies, in particular on end devices or media to which third parties have access; adapting digital content, and publishing or exploiting the item thus made; passing on digital content to third parties, or making it available to the public (including intranets). The above rules apply to digital content in its entirety as well as any part that is protected by copyright (individual chapters/articles, photographs, diagrams etc.)

11.3 Springer reserves the right to mark the Customer's eBook or ePaper with the Customer's name and eMail address, using an electronic watermark or some other technical identification mark. Moreover, to prevent misuse, Springer reserves the right to mark the eBook or ePaper and individual content items by other means that are not necessarily evident to the Customer. Finally, Springer reserves the right to equip the eBook or ePaper with technological protection measures to prevent any acts infringing copyright and any other infringements of intellectual property rights.

11.4 Springer reserves the right to block or forbid the Customer's access to the retrieval of his or her eBook(s) or ePaper(s) or access to digital content that has already been downloaded if the Customer has acted in breach of Clause 11.2 above.

11.5 Clauses 11.1 through 11.4 apply to Springer Topic Collections accordingly. Furthermore the usage rights to all digital content that has been downloaded from a Springer Topic Collection shall end as soon as the respective subscription expires. After that the data may not be used any longer and must be deleted by the Customer; also Springer may block access to that data.

## 12. Warranty and Liability

12.1 For goods (print products), there is a legal guarantee of conformity. Claims arising from that guarantee become statute-barred within two years after the goods have been received.

Springer shall be held liable in accordance with statutory regulations for any loss or damage sustained by the Customer that is caused by intent or gross negligence; is due to the object of performance lacking a warranted characteristic; is based on a culpable breach of so-called "cardinal obligations;" results from the loss of life, limb, or health; or is covered by liability under product liability law.

12.2 Cardinal duties are those contractual duties, performance of which enables due implementation of the contract in the first place and which the contractual partner fundamentally may rely on being performed, and the breach of which jeopardises attainment of the very purpose of the contract.

12.3 If a cardinal duty is breached, liability – provided the loss or damage is merely due to slight negligence

and does not involve the loss of life, limb, or health – shall be limited to that loss or damage, occurrence of which is typical or foreseeable in connection with providing services such as those constituting the subject-matter of the contract.

12.4 In all other respects, liability towards Springer and Springer's vicarious agents – for whatever cause in law – is hereby ruled out.

12.5 Where damages sustained by the Customer result from loss of data, Springer shall not be held liable if such damage could have been avoided had the Customer regularly saved all the relevant data and made complete backups at intervals that duly reflect the value of the data.

## **13. Terminating the Account for the Online Shop**

13.1 The Customer may give notice terminating the agreement on use for the Online Shop at any time.

13.2 After the agreement on use has terminated, the Customer shall no longer have any access to the Online Shop and, if applicable, also to SpringerLink, and shall therefore no longer be able to access any eBooks, ePapers, or Springer Topic Collections ordered. Unused amounts under an on-going ePaper or Springer Topic Collection subscription taken out by the Customer shall not be refunded.

13.3 Both parties reserve the right to give extraordinary notice for grave cause.

13.4 Notice of any such termination must be transmitted in text form (pursuant to section 126b of the German Civil Code). Please send your notice of termination by email to [customerservice@springernature.com](mailto:customerservice@springernature.com) or to the following address: Springer Nature Customer Service Center LLC, 233 Spring St, New York, NY, 10013 United States (for customers domiciled or established in North, Central or South America) or to Springer Nature Customer Service Center GmbH, Tiergartenstraße 15-17, 69121 Heidelberg (for customers domiciled or established in Europe, Middle East, Africa, Asia, Oceania, Australia) or by telefax to +1 212 460 1700 (North, Central or South America) or to +49 6221 345-4229 (Europe, Middle East, Africa, Asia, Oceania, Australia).

## **14. Contract Document**

14.1 Springer makes no provision for separate contract documents based on these T&C. Springer therefore will not store "the contract document" that specifically relates to the Customer personally. When logged in to the Online Shop however, the Customer will see the subscriptions of ePapers and Springer Topic Collections taken out in his or her name.

## **15. Data Protection**

15.1 Springer attaches great importance to the protection and safety of the Customer's personal data. All the relevant information is contained in Online Shop Privacy Policy as amended from time to time.

## **16. Miscellaneous**

16.1 If the Customer is a registered trader, a public corporation or a special trust managing public assets, Berlin shall be the place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship between Springer and the Customer. In such event, Berlin shall be deemed to have been agreed as the place of performance.

16.2 The same shall apply if, subsequent to the conclusion of the contract, the Customer's place of residence or habitual place of abode is located at some place outside the territory of the Federal Republic of Germany or is relocated to such a place. This shall also apply if the Customer's place of residence or habitual place of abode is not known at the time when legal action is filed.

16.3 German law shall apply exclusively. Any application of CISG is hereby ruled out.

16.4 If any provision of these Online Shop Terms and Conditions is ineffective, this shall not affect the validity of the remaining provisions. In any such case, the parties shall negotiate for a clause that is to substitute the ineffective provision and that reflects the content of the original provision as closely as possible.

## Out-of-court settlements

We do not engage in out-of-court settlements before consumer arbitration bodies. However, under the regulation (EU) 524/2013 we are obliged to inform you that the European Commission provides a platform for online dispute resolution, which is available at <http://ec.europa.eu/consumers/odr/>.