

General Terms of Use

Jus Mundi (“Jus Mundi” or “we”) is an international legal search engine using artificial intelligence to make international law and arbitration more transparent and accessible worldwide.

These General Terms of Use (hereinafter the “**Terms**”), are a contract between any legal person or private individual who enters the Jus Mundi website (the “**Users**” or “**you**”), and Jus Mundi.

The purpose of these terms is to define terms and conditions of use of all the services available (the “**Services**”) on our website accessible at the following address: <https://jusmundi.com> (the “**Website**”),

By accessing the Website or using the Services, you are deemed to be aware of and to have accepted these Terms. You shall also be deemed to be bound by and to benefit from the provisions of Jus Mundi’s [Privacy Charter](#).

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1. Legal Notice

The Website is edited in France by Jus Mundi, a limited liability company under French law, with capital of € 41.7650, registered with the Paris Company Register under the number 834 491 474 and our TVA number is FR 76 834491474. Its head office is located 10 rue de Penthièvre 75008 Paris. Jus Mundi is represented by its CEO, Mr. Jean-Rémi de Maistre, acting editor of the Website.

You can reach us by sending an email to contact@jusmundi.com or by phone at (+33) 1 88 32 65 04.

This Website is hosted by OVH, a French company which is registered with the Lille Company Register under the number 424 761 419 00045, with its head office located 2 rue Kellermann, 59100 Roubaix and can be reached by phone at (+33) 9 72 10 10 07.

2. Access to Website and Services

Subject to restrictions specified on the Website, the Services are accessible to any natural person acting on its own or on behalf of legal entity, provided such person has the legal capacity to commit under these Terms.

You can freely access to any publicly available pages of the Website. For security reasons, we may subject your access to the Website to a preliminary test ("captcha"). You can always create an account. However, access to advanced functionalities of the Website is limited to Users that have signed up a subscription or a free trial. These conditions are detailed in the [General Terms and Conditions of Sale](#).

3. Service Level

We make every effort, on the basis of an obligation of means, to maintain access to the Website at all times and we undertake to carry out regular controls in order to verify its functioning and accessibility. As such, it is possible that access to the Website may be temporarily suspended for maintenance purposes. We do our utmost to inform you of these maintenance periods and limit your inconvenience by scheduling them at times of low use.

We cannot be held responsible for temporary difficulties or impossibilities of access to the Website which would have for origin external circumstances, in particular of the disturbances of the telecommunication networks or the defects of our hosting providers. We undertake to use our best efforts to ensure a good quality of access to the Website and to ensure the reliability and rapidity of the data that we publish online.

4. Intellectual Property

Data and other contents provided by Jus Mundi on the Website or by using the Services and the Deliveries, including systems, software, structures, infrastructures, databases and contents of all kinds directly or by means of a license granted by a third party, are protected by the copyright and the database rights' laws, including but not limited to the provisions of the French Code of intellectual property. The access to the data and other contents provided by Jus Mundi on the Website or by using the Services and the Deliveries does not entail any transfer of property rights of any kind for the benefit of the User.

Open Law is one of our core values and we do not claim any intellectual property rights over the original versions of legal texts and court decisions that we consider to be a public good. However, we have developed our own algorithms and dedicated significant resources to structure these documents, extract metadata, add hyperlinks in these texts, etc. The improved versions of these documents are therefore protected by the copyright and the database rights' law. In addition, we provide links to doctrinal commentaries that may be held by third parties, of which we only include titles and first lines on the Website when they are accessible.

Users shall refrain from any use of the Services and the Deliveries for purposes other than purely documentary, just as it is prohibited to publish, broadcast, transmit or sell, in any manner and commercial use, the data and other contents provided by Jus Mundi on the Website or by using the Services and the Deliveries and, more generally, to violate directly, indirectly or through third parties, agents or collaborators, in any manner, the rights held by Jus Mundi on these data and other contents except in case of express and prior authorization given by Jus Mundi. However, Users are entitled to cite and/or share the Website's content provided that (i) Users shall always quote Jus Mundi and, to the extent possible, add a link which leads to the Website's content quoted and (ii) Users does not use the Website's content for commercial purposes. You cannot, under any circumstances, make any reproduction, extraction or reusing, of qualitatively or quantitatively substantial parts of the content of the database, as well as from any repeated and systematic extraction or reusing of qualitatively or quantitatively substantial parts of the content of the database.

The obligations contained herein shall apply throughout the duration of the intellectual property rights of Jus Mundi and to all countries, including after the termination of browsing on the Website.

We encourage you to give us feedback, comments or suggestions and we will do our best to implement them as we see fit and without any obligation to you. We might use such feedback in order to promote the Website.

5. Obligations and Liability of Jus Mundi

We commit to provide the Services diligently and according to the best practices. We do not guarantee that the Services will respond to your specific needs and expectations as it is a “standard” service which is not presented to one given user in particular according to his own personal constraints.

You should not consider the content found on the Website as a proper legal assistance as we are not allowed to provide such services. You agree that any decisions adopted based on the content of the Website or the results of the Service is on your own account and at your own risk. You are solely responsible for the consultation, choice, use and interpretation of the documentation provided by Jus Mundi through the Website, as well as for your actions and advice provided in the context of your professional practice. You recognize that the Services offer you an additional solution but not an alternative to the means you already use and that the Services do not replace them.

We cannot be held responsible, whether to third parties, to Users, for the consequences of your use of the research’s results or the omissions resulting from an unsuccessful, faulty, partial or incorrect research or for the misuse of the answers, decisions and texts consulted.

Consequently, we may not be held, by any express or implied obligation, as civilly liable to Users or to third parties for any direct or indirect damage arising from the use of the information provided through the Services or the lack thereof of the online publication of any document sought.

We make our best efforts to put and maintain as much legal information online as possible. However, we are sometimes forced, in particular due to the protection of certain rights and confidentiality, to remove information that were available on our Website. We regret any inconvenience caused but cannot be held responsible for such withdrawals.

In no event shall Jus Mundi be liable for damages of any kind, including any operating loss, the loss of data or any other financial loss resulting from the use or the impossibility of use of the Services referred to herein. Furthermore, no assistance provided by Jus Mundi in the use of the Services shall create any additional guarantee connected to these Terms.

In any event, the liability likely to be incurred by the Jus Mundi is expressly limited only to the direct damage proven suffered by the Users.

6. Obligations of the Users

When using the Services, the Users commit to respect laws and regulations in force and not to infringe third person's rights and public order. The Users are solely responsible for the successful achievement of the administrative, fiscal and social formalities and for the payment of all taxes, contributions of any kind due in the context of the use of Services.

The Users acknowledge that they are informed of the characteristics and constraints, and notably the technical constraints of the Services on the Website. Such Services require notably being connected to Internet, the quality of the Services depending directly of this connexion.

7. Responsibility for the Content

Jus Mundi may allow the Users to publish on the Website, only under certain circumstances, contents related to the information, data or documents made available to the Users (the "**Content**").

It must be underlined that Jus Mundi shall not review, moderate, select, check or control the Content. However, Jus Mundi reserves the right to publish or not the Content submitted by Users. With regard to the Content, Jus Mundi shall act and be considered only as a hosting service provider and shall bear no responsibility of any kind in relation to the Content.

Each Content published on the Website shall be identified and linked to an Account and/or to an identified natural person. Such natural person directly named or *via* his or her Account shall indemnify and hold Jus Mundi harmless for any loss, any damage, any action that could result, directly and indirectly, from the publication by the User of any Content on the Website.

Notwithstanding anything to the contrary herein, Jus Mundi reserves the rights to remove any Content, without prior notification or liability of any kind, if such Content was to be found

harmful, libelous, or contrary, in any way, to the principles of humanity, probity, and dignity which shall apply on all parts of the Website.

8. Links and other Websites

We index comments from multiple sources on the Internet. We refer to the pages hosting these comments, or failing that, to the site on which they are available. Access to these pages may be subject to a prior subscription to the third-party site, which is in no way under our control.

The comments that we index come from legal sources that we select for their quality or that are proposed to us by our customers with a valid subscription. The order in which the indexed comments are displayed is linked to the authority recognized at their source.

We may never be held responsible for the technical availability of website or mobile applications operated by third parties (including their partners),

which you may access through the Website, or the contents, advertising, product or service available on such websites and mobile applications.

9. Limitation of Services

The following behaviours are strictly prohibited and Jus Mundi reserves the right to terminate any agreement with the Users and to initiate legal proceedings against the Users in order to have its prejudice repaired:

- Any behaviour that could interrupt, suspend, postpone, slow or prevent the Website access;
- Any breach or attempt of breach in Jus Mundi's systems and any breach to security or authentication processes;
- Any misappropriation or misuse of the Website resources, any unreasonable downloading of documents from the Website and any behaviour likely to occur a disproportionate burden to the Website;
- Any behaviour likely to infringe Jus Mundi's rights or financial, commercial or moral interests or that of the other Users;
- Any behaviour that tend to trade, sale, lease or grant all or any part of the access to the Services or the website and all details hosted or shared;
- And more broadly, any infringement of these Terms.

10. Personal Data Protection

We are extremely committed to the respect of privacy and the protection of personal data. Our practices are detailed in our [Privacy Charter](#). We collect your personal data upon creation or modification of Accounts and solely based on our relationship, for the needs of the Account management. Jus Mundi exclusively collects the personal data of the Users which needed for the purpose of the processing.

Accordingly, Jus Mundi will store the Users' personal data during the period strictly necessary for this purpose. Jus Mundi undertakes to ensure a high level of security and confidentiality in relation to the storage of the Users' personal data.

You have rights of access, rectification, removal, oblivion, and opposition with regard to your personal data and their processing. You shall exercise these rights, using the functionalities made available on the Account or by writing to Jus Mundi at the following address:

[contact@jusmundi.com]

11. Dispute Resolutions

These Terms are governed by French law.

Jus Mundi prioritizes, amicable resolution prior to any other mean of dispute resolution. However in the event of a dispute concerning the validity, interpretation and/or execution of these Terms, the access to the Website and the Use of the Services, that cannot be resolved through amicable resolution, then the courts of Paris shall have exclusive jurisdiction over such dispute.

12. Update of the Terms

Jus Mundi may revise these Terms from time to time, it being provided that the most current version will always be posted on the Website. Any modification will be subject to information on the Website by means of an information banner placed for a period of thirty (30) days before the entry into force of the new Terms.

13. Entry into Force

The present Terms have entered into force on 23 April 2020 for new users, and on 23 May 2020 for users who already had an account before that date.