

Terms of Service

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1. Purpose

These terms are subject to revision at any time. The purpose of these terms is to define terms and conditions of use and sale of all the services available on the website accessible by the following address <https://jusmundi.com/> (hereinafter referred to as the “Services”), and also to define the rights and obligations of the parties within this context.

These terms are accessible and printable notably through a link on the page Terms of the website.

These terms can be completed by specific conditions of use for certain services. In the event of a conflict between these terms and the specific conditions, the latter shall prevail.

2. Jus Mundi

Jus Mundi has developed and propose to its Users and clients an access to a platform of treaties, court rulings of national and international jurisdictions, arbitral awards, doctrine and other documents relating to international law.

The website <https://jusmundi.com/> is edited by Jus Mundi, limited liability company under French law, with capital of € 30.770, registered with the Paris Company Register under the number 834 491 474. Its head office is located 10 rue de Penthièvre 75008 Paris. Jus Mundi is represented by its CEO, Mister Jean-Rémi de Maistre.

The Editor is Jean-Rémi de Maistre. The country of publication is France.

Jus Mundi who edits the Services can be reached by sending an email to contact [at] jusmundi [dot] com_ (hereinafter referred to as the “contact address of the Website”) and by calling the following number +336.40.73.11.93.

The correspondent (DPO) for the protection of personal data is Thomas Latterner.

If you typed your name in Google, or another search engine, and the information that concerns you is harmful to you and you want it to be removed by the search engines, we invite you to follow the recommendations of the CNIL: <https://www.cnil.fr/fr/le-droit-au-dereferencement>

In case you would like your decision to be anonym, please fill this form: <https://jusmundi.typeform.com/to/eCWLjJ>

This website is hosted by OVH, limited liability company under French law, with capital of € 10 059 500, registered with the Lille Métropole Company Register under the number 424 761 419 00045, head office located 2 rue Kellermann, 59100 Roubaix, +33 (0) 8 203 203 63.

3. Access to Website and Services

Subject to restrictions specified on the website, the Services are accessible:

- To any natural person having full legal capacity to commit under these terms. The natural person without full legal capacity could access to the Website only with the authorization of her/his legal representative;
- To any legal entity acting through a natural person with the legal capacity to contract on behalf of the legal entity.

4. Acceptance of the Terms of Services

The use of Services by the User means full and unconditional acceptance of these terms. This acceptance can only be full and unconditional. Any conditional acceptance is to be considered null and void. The User who does not accept these terms must not use the Services.

5. Registration on the Website

The use of certain Services implies that the User registers her/himself on the website by filling in the form provided for this purpose. The User must give all mandatory details. Any uncomplete registration will not be validated. The identity mentioned in the fields “first name” and “last name” must correspond to the real identity of the registered person as written on her/his identity document. Otherwise the suspension of the account or termination of subscription is possible.

The registration implies automatically the creation of an account in the name of the User (hereinafter referred to as the “Account”). It gives her/him access to a personal space that allows her/him to manage her/his use of Services in a form and according to technical means considered as appropriate by Jus Mundi.

The User ensures that all details given in the registration form are accurate, up to date, sincere and not corrupted by misleading character.

The User agrees to update these details in the personal space in case of modification in order to keep them always compliant with the previous criteria.

By her/his registration, the User confirms the right to an eventual reuse of public and freely communicable information about her/him in the public communications and Jus Mundi’s publications.

The User is informed and accepts that the details provided for purposes of creation and update of her/his account is valid as proof of her/his identity. The details provided by the User legally bind her/him once the validation has been completed.

The User can access her/his personal space at any time once s/he logged into the website.

The User ensures to use personally the Services and not allow any third person to use them, even on the behalf of the User. Otherwise, the User agrees to assume full responsibility of it. In the event of the User allows one third person or several to use her/his account, Jus Mundi may reserve the right to suspend her/his account.

The User is responsible for keeping the confidentiality of her/his login and password. S/he must contact Jus Mundi as mentioned at the article 2 without delay in the event of use without her/his knowledge. In such case, the User recognises to Jus Mundi the right to take whatever measure is appropriate.

6. Description of Services

The User access to Services in a form and according to functionalities and technical means considered as the more appropriate by Jus Mundi.

7. Access to Services

The Services are accessible through internet 24 hours a day and 7 days a week except in a case of force majeure. It means an event out of the control of Jus Mundi and/or hosting providers, possible failures or necessary maintenance task to ensure the effective functioning of the Services. These events not entail indemnity.

Jus Mundi undertakes to implement all its means to ensure a good quality of access to Services, speed and reliability of data's on-line release.

With the exception of the launch period of the platform and the initial trial period, access to the full content of the platform requires the prior subscription of a paid subscription according to the formulas proposed by the editor Jus Mundi and either accessible on the site or communicated on request.

8. Individual subscriptions - Fares & Payment Terms

Jus Mundi offers paid subscriptions for individuals and organizations.

By subscribing to an individual subscription, the User commits her/himself not to diffuse her/his access, in particular within an organization. Jus Mundi will immediately suspend the subscription of an individual account that would be used by several people. The User may not claim any refund of the current period, monthly, annual or multi-year, depending on the choice made during the subscription.

A subscription can be monthly, annual or multi-year (initial term of the contract). Subscriptions are automatically and tacitly renewed for successive periods corresponding to the initial duration of the contract, at the current rate of the renewal year communicated by Jus Mundi.

The price of the Services is indicated on the site.

Unless otherwise stated, they are expressed in euros and excluding taxes.

Jus Mundi reserves the right, at its discretion and according to the terms of which it will be the final judge, to propose promotional offers or price reductions.

The price of the Services may be subject to revision by Jus Mundi at any time, at its sole discretion.

The User will be informed of these changes by email by Jus Mundi with at least thirty (30) days' notice before the new rates come into effect.

The User who does not accept the new prices must terminate her/his use of the Services in accordance with the terms set out in Article 19. Otherwise, s/he will be deemed to have accepted the new rates.

The Services are the subject of invoices which are communicated to the User by electronic means. They are available in the My Account tab.

When new features or additional content are added to the Services, Jus Mundi is entirely free to include them or not in the subscription of users or organizations. In particular Jus Mundi may provide that these new features or additional content will only be accessible via a different subscription that can be created at any time.

8.1. Payment methods

The payment methods for the Services are described on the site.

Paid subscriptions are payable in two ways: either the one-time cash formula for annual and multi-year subscriptions, or the monthly deduction for monthly subscriptions.

The payment is made by direct debit from the bank card number of the User or SEPA direct debit according to the method of payment chosen by the User.

The levy is implemented by the payment provider designated on the site, which alone retains the bank details of the User for this purpose. Jus Mundi does not maintain any bank details.

The User guarantees Jus Mundi that s/he has the necessary authorizations to use the chosen method of payment. S/he undertakes to take the necessary measures so that the automatic deduction of the price of the Services can be made.

The subscriber agrees to inform the commercial service of Jus Mundi any change in the information provided during her/his subscription request, including billing details, bank references or credit card number.

Payment may exceptionally be made by check, transfer or other means of payment.

8.2. Delays and payment incidents

The User is informed and expressly agrees that any delay in payment of all or part of an amount due on its due date will automatically result, without prejudice to the provisions of Article 12 and without prior notice:

- the forfeiture of the term of all sums due by the User and their immediate payment;
- the immediate suspension of the Services in progress until the full payment of all the sums due by the User;
- billing in favour of Jus Mundi a late payment interest at the rate of three times the legal interest rate in effect on the date of the order, based on the amount of all the sums due by the User. Any professional in a situation of late payment is automatically debtor, in addition, an indemnity of 40 € for recovery costs.

8.3. Cancellation of the subscription

Subscriptions may be cancelled in the "My Account" section where the User can inform Jus Mundi that s/he wishes to terminate her/his account and deactivate the automatic renewal.

Cancellation does not result in any penalty.

Cancellation does not give rise to any refund of the current period, monthly, annual or multi-year, depending on the choice made during the subscription.

In accordance with Articles L. 121-21 et seq. of the Consumer Code, the right of withdrawal cannot be exercised for contracts for the supply of digital content that is not provided on a hardware support whose execution has begun after express prior agreement of the consumer.

Therefore, the right of withdrawal cannot apply to the subscription of the Paying Services by the customer.

9. Obligations of the User

Without prejudice of other obligations provided by these terms, the User commits to fulfil the following obligations:

- When using the Services, the User commits to respect laws and regulations in force and to not infringe third person's rights and public order. The User is 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. Jus Mundi shall not be held responsible in this context.
- The User acknowledges that s/he is informed of characteristic and constraints, in particular technical of the Services, on the website. The User is solely responsible of her/his use of the Services.
- The User is informed and agrees that the implementation of the Services involves being connected to Internet and that the quality of the Services depends directly of this connexion. The User is solely responsible for it.
- In the context of use of the Services, the User is also solely responsible for the relations built with other Users and for the information s/he provides them. It is for the User to exercise prudence and good judgment in the context of her/his relations. The User also commits to apply the usual rules of politeness and courtesy in the context of her/his relations.
- The User commits to make a strictly personal use of the Services. Hence the User is committed to not assign, grant, transfer in whatever form all or part of her/his rights and obligations provided by these terms to a third person.
- The User commits to provide Jus Mundi with all details useful for the proper implementation of the Services. More broadly, the User commits to actively cooperate with Jus Mundi for the good implementation of these terms.
- The User commits to provide Jus Mundi with correct information about her/him.
- The User is solely responsible for contents of any kind s/he broadcasts in the context of the Services (hereinafter referred to as the "Contents"). Contents may be editorial, graphic, audio visual, or of other kind. It includes the picture chosen by the User to identify her/him on the website. The User ensures Jus Mundi he has all rights and necessary authorizations to broadcast these Contents.

- The User undertakes that Contents are licit. Contents do not breach the public order and public decency, do not infringe third person's rights and any law or regulation. More broadly Contents could not entail the Jus Mundi's' criminal responsibility or civil liability.
 - The User commits to not broadcast (non-exhaustive list):
 - pornographic, obscene, indecent, chocking or inappropriate to a familial audience, defamatory, injurious, violent, racist, xenophobe or revisionist Contents,
 - counterfeit Contents,
 - detrimental to third person's image Contents,
 - deceptive, misleading Contents or suggesting or promoting illicit, fraudulent or misleading activities,
 - harmful to third person's IT (virus, Trojan horses, worms, etc.) and more broadly Contents that could infringe third party's rights or cause prejudice, in whatever form,
- The User recognizes that the Services offer her/him an additional solution but not an alternative to the means s/he already uses and that the Services do not replace them.
- The User shall take the necessary measures to safeguard her/his personal space's details by her/himself. No copy of them will be provided.
- The User commits to use personally the Services and not to allow any third person to use the Services on her/his behalf. It is a reason for termination by Jus Mundi.

10. Guarantee of the User

The User guarantee Jus Mundi against all complaints, reclamations, actions and claims of any kind that Jus Mundi might face due to the User's breach of any of her/his obligations and guarantee issued by these terms.

The User commits to give compensation to Jus Mundi for any prejudice they might suffer and to pay all fees they might have to bear due to the User's breach.

11. Prohibited Behaviours

It is strictly prohibited to use the Services for following purposes:

- unlawful, fraudulent activities or infringing to third person's rights or security,
- breach of public order or violation of laws and regulations in force,
- intrusion into a third person's IT or any activity that could harm, control, interfere, intercept, violate the integrity or security of all or part of it,
- sending unsolicited mails and/or commercial solicitation or prospection,

- manipulations to improve the referencing of a third person's website,
- help or incentive in whatever form to do one or several of the activities described above,
- and more broadly any practise that divert the Services for purposes they didn't have been made for.

It is strictly prohibited to copy or divert the concept, the technology or any other element of the Jus Mundi's website for the purpose of the User or a third person.

The following behaviours are also strictly prohibited:

- Any behaviour that could interrupt, suspend, slow or prevent continuity of the Services,
- Any intrusion or attempt of intrusion into the Jus Mundi's systems,
- Any diversion of system resources of the website,
- Any downloading of more than hundred (100) documents by week,
- Any action that could cause a disproportionate burden to the website, any breach of security and authentication measures,
- Any act that could infringe financial, commercial, moral rights or interests of Jus Mundi or Users of the website,
- Registration under a false name, identity usurpation, registration with wrong contact details or wrong professional status,
- And more broadly, any infringement of these terms.

It is strictly prohibited to trade, sell, grant all or part of the access to the Services or the website and also all details hosted or shared.

12. Sanctions of the Failures

In the event of failure to comply with any of these terms or more broadly any infringement to the laws and regulations in force by a User, Jus Mundi reserves the right to take any appropriate measure and in particular:

- Suspend or terminate the access of the User who contribute to a breach or perpetrate it,
- Delete any content posted on the site,
- Broadcast any message that the Jus Mundi will find useful,
- Inform any concerned authority,
- Take any legal action.

13. The Liability and Guarantee of Jus Mundi

Jus Mundi commits to provide the Services diligently and according to the best practices. The Users expressly agree and recognize that these are obligations of means and not of result.

Jus Mundi is not aware of the Content posted by Users in connection with the Services, on which it does not make any moderation, selection, verification or control of any kind and for which it intervenes only as a hosting provider.

Hence, Jus Mundi may not be held responsible for the Contents, which are produced by third persons. Any claim shall be addressed to the author of the Contents in the first place.

According to article 6 I 5 of the French Law 2004-575 of the 21st of June 2004 to support the confidence in the digital economy, the Contents that are harmful to a third person may be notified to Jus Mundi. Jus Mundi reserves the right to take the measures described in the article 12.

Jus Mundi accepts no responsibility for a potential loss of the details available in the User's personal space. The User shall safeguard a copy without being able to claim for compensation. Jus Mundi commits to control the functioning and the accessibility of the website on a regular basis. For maintenance reasons, Jus Mundi may interrupt momentarily the access to the website.

Jus Mundi will not be held liable due to:

- Quality of Services which are proposed as it stands;
- Disruption in the use of Services;
- Impossibility to use the Services;
- Breach to IT security that may cause damages to User's equipment and data;
- Infringement to the rights of Users generally speaking;
- Barriers to access to the Services in relation with equipment destruction due to cyberattack or computer piracy, deprivation, prohibition, temporary or permanent removal of the access to internet, for whatever reason including failure and unavailability of the server;
- Impossibility for the Users to access their personal space due to non-renewal or termination of their subscription;
- A content broadcasted by Users, the use of Services neither the unlawful use of Services, contrary to laws and regulations in force;
- Any indirect damage including loss of profit or data or any other loss of an intangible due to the use or impossibility of use of the Services, within the limits of the regulations in force;
- Dysfunction, unavailability, improper use, incorrect configuration of the computer or the handheld device of the User, of a browser or an operating system little used;

- Contents of advertisements and other external links or sources accessible by Users from the Services;

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

Jus Mundi commits to maintain online the public details issued of public database they reference, even though the User interrupts the Services.

Jus Mundi does not guarantee to the Users that the Services will respond to the specific needs and expectations of the User as it is a “standard” service which is not proposed to one given User in particular according to her/his own personal constraints.

14. Disclaimer

Certain Services are provided and updated by us on a regular basis without any notification to the User, or may be provided by third party content providers, or shared by Users with the community on the platform. The Services cannot be construed as any form of advice or recommendation. You agree that any decisions that you adopt based on the Content is on your own account and at your own risk.

You acknowledge and agree that you access and use the Services at your own risk on an “as is” and “as available” basis and that we are not liable for any errors or omissions in the Services, service, any availability or delivery. Jus Mundi accepts no liability of any kind in this regard and cannot be held liable for any inaccuracies or incomplete information published on the website <https://jusmundi.com/>.

In using the Services, Users are informed and acknowledge that the Services do not constitute legal advice in any capacity whatsoever. In particular, Jus Mundi and Jus Mundi Services are not a law firm and do not provide legal advice. There is no attorney-client relationship between you and Jus Mundi, regardless of whether you are a Jus Mundi subscriber.

15. Intellectual Property

With the exceptions indicated below, the systems, software, structures, infrastructures, databases and contents of all kinds (texts, images, visuals, music, logos, trademarks, databases, etc.) exploited by Jus Mundi within the site are protected by all intellectual property rights or rights of database producers in force, and for the whole world.

Access to the service and the right of use granted to the subscriber do not entail any transfer of rights of any kind to the benefit of the User.

Any disassembly, decompilation, decryption, extraction, reuse, copying and more generally, any acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of Jus Mundi are strictly prohibited and may be the subject of legal proceedings.

Jus Mundi is the author / producer of its database and owner of all intellectual property rights attached to it.

Any use, reproduction, representation, as well as any substantial qualitative or quantitative extraction of the data appearing in this database or any other part of it, must be the subject of an express prior authorization from Jus Mundi.

Any repeated and systematic extraction or re-use of qualitatively or quantitatively non-substantial parts of the contents of the database, when such operations clearly exceed the normal conditions of use of the database, must also be subject to prior express authorisation by Jus Mundi.

The violation of Jus Mundi's rights on these databases exposes offenders to legal proceedings before the competent courts.

16. Personal Data

16.1. Collect and Treatment

In accordance with the French Law of the 6th of January 1978 (modified), Jus Mundi collects User's personal data and is authorized to safeguard them and use them exclusively for the needs of the contract management. The User has a right of access and rectification, removal and opposition about the data related to her/him. The User exercises her/his right through the personal space or by post at Jus Mundi's address with identity justification.

During subscription, the User commits to provide the details necessary to treat the order, in particular her/his full name, phone number and valid email address.

The User is solely responsible for any consequence that results from false or incorrect details s/he provided.

Unless opposed by the subscriber, s/he may receive offers from Jus Mundi by post and phone.

Personal data collected by Jus Mundi is intended to allow Jus Mundi to take any measure useful to offer a correct use of the Services and to contact the Users. With their agreement, Jus Mundi will be able to create public profiles of Users including some of their personal data, particularly in connection with their professional activity.

Jus Mundi commits to not transfer User's personal data.

However, Jus Mundi reserves the right to transfer User's personal data to comply with a legal obligation or with a court ruling or with a decision of an independent administrative authority like the Commission Nationale de l'Informatique et des Libertés (CNIL).

For security reasons or improvement of the Services offered by Jus Mundi, personal data (for example surname, first name, email address, login, usage or location data) may be collected while creating the account and during each use of the platform.

16.2. Reuse of Court Ruling containing Personal Data

In accordance with the CNIL's recommendation of the 29th November 2001, data related to last name and address of natural person included in French court rulings are anonymised.

In accordance with the articles 33 and 47 of the [ECHR Rules](#), certain rulings of this Court are not anonymised.

Jus Mundi commit to comply with the [CAVEAT CNIL](#) about the prohibition of re-identification the anonymised personal data in the court rulings provided by the French jurisdictions.

In accordance with the Law of the 6th January 1978, the User has rights of interrogation, access, rectification and opposition to all data related her/him, for legitimate reasons. You may exercise these rights by contacting us at the contact address of the Website. The User shall provide the legitimate reasons and a copy of identity document with signature.

Once personal data are rectified on Jus Mundi's website, the User may ask other search engines to delete the referencing by following the processes described by the CNIL.

The User may send an arbitral awards or court rulings to Jus Mundi in order to broadcast them on the website. The French court rulings sent by the User must be anonym in accordance with the CNIL's recommendation of the 29th November 2001. Jus Mundi reserves the right to refuse any court ruling sent by the User if it does not comply with these principles.

In case you would like a decision to be anonym, please complete this form: <https://jusmundi.typeform.com/to/u4ltTX>.

17. Advertising

Jus Mundi reserves the right to insert on any page of the site and in any communication to Users any advertising or promotional messages in a form and under conditions of which Jus Mundi will be the sole judge.

Site registration and the initial trial period do not imply any payment by the User. At the end of the initial trial period, the User is free to subscribe or not to a paid subscription.

18. Links and other websites

Jus Mundi may never be held responsible for the technical availability of website or mobile applications operated by third parties (including their partners) which the User access through Jus Mundi's website.

Jus Mundi cannot be held responsible for contents, advertising, product or service available on such websites and mobile applications. They have their own terms of use.

Jus Mundi is also not responsible for transactions between the User and any advertiser, professional or merchant (including any partners) to which the User would be directed through the site and cannot under any circumstances to be a party to any potential disputes with these third parties concerning, in particular, the delivery of products and/or services, the guarantees, declarations and any other obligations to which such third parties are subject..

19. Duration of the Services, Unsubscribing

The Services are subscribed for a specified term.

At any time and without fees, the User may unsubscribe from the Services by sending a request to Jus Mundi, using the mail address mentioned at the article 2.

The unsubscribing is effective immediately. It entails automatic deletion of the User's account.

20. Modifications

Jus Mundi reserves the right to modify these terms at any time.

Any User using the Services after the entry into force of these modified terms is deemed to have accepted these modifications.

The User will be informed of these modifications by an email within thirty (30) days.

The User who does not accept the modified terms of use shall unsubscribe in accordance with the terms of the article 19.

21. Language

These general conditions are translated into one or more languages by Jus Mundi. The only language of interpretation shall be French in the event of a contradiction or dispute as to the meaning of a term or provision.

22. Applicable Law and Relevant Jurisdiction

These terms are governed by French Law.

In the event of a dispute concerning the validity, interpretation and/or execution of these general conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction to judge them, unless mandatory rules of procedure provide otherwise.

23. Entry into force

These terms have entered into force on the 13th of December 2018.

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