

Draft — pending legal review. Not yet in force.

Right of withdrawal

This page contains the statutory withdrawal instructions (Widerrufsbelehrungen) for the contracts Uprelic GmbH concludes with consumers, and the model withdrawal form. It is **Annex 1 to § 8 of the Individual Terms** and forms part of them.

Language. The version in the language in which you concluded the contract is binding for you (§ 26.3 of the Individual Terms). Where the other version deviates in your favour, the version more favourable to you applies. The German withdrawal instructions are taken from the German statutory model; the English versions reproduce the official English model (Annex I Part A of Directive 2011/83/EU).

Each instruction is reproduced from the statutory model (Muster für die Widerrufsbelehrung, Anlage 1 zu Artikel 246a § 1 Absatz 2 Satz 2 EGBGB) with the Gestaltungshinweise applied. The blocks marked **Instructions on withdrawal** are the instruction itself. The sections marked *Additional notes* are our own explanations; they are **not** part of the statutory instruction and do not restrict it.

Which instruction applies to you

Your contract	Instruction	Does the right lapse early?
Paid Plan (monthly or annual subscription)	Section 1	No. Only on complete performance of the service — which a running subscription never reaches within 14 days (§ 356 Abs. 5 Nr. 2 BGB).
Free account (free tier)	Section 2	No. Only on complete performance (§ 356 Abs. 5 Nr. 1 BGB).
Top-up Credits (one-off purchase of Credits)	Section 3	Yes — at the start of performance, but only if you expressly consented, confirmed that you thereby lose the right, and we sent you the contract confirmation (§ 356 Abs. 6 Nr. 2 BGB).

The model withdrawal form in Section 4 applies to all three. Using it is optional.

If you are not a consumer, you have no statutory right of withdrawal (§ 8.7 Individual Terms).

1. Paid Plans — subscription

1.1 Instructions on withdrawal (convenience translation)

Instructions on withdrawal

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 of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany, email: info@uprelic.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also exercise your right of withdrawal online at uprelic.com/withdraw. If you use this online function, we will send you an acknowledgement of receipt on a durable medium (for example by email) without undue delay, stating the content of the declaration of withdrawal and the date and time it was received.

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.

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.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

1.2 Additional notes (not part of the withdrawal instruction)

- **Your right of withdrawal does not lapse because we start immediately.** The Services are a digital service (§ 327 Abs. 2 S. 2 BGB). Under § 356 Abs. 5 Nr. 2 BGB the right expires only on **complete** performance of the service, and a running monthly or annual subscription is not completely performed within 14 days. Your right therefore survives for the full 14 days even if you asked us to start straight away.
- **How we calculate the amount.** We calculate the "amount in proportion" **pro rata on time, on the agreed total price** (§ 357a Abs. 2 S. 2 BGB): $\text{agreed total price} \div \text{days in the contract period} \times \text{days from the start of the contract to the day your withdrawal reaches us}$. We refund the rest. *Example:* a monthly Plan at €20 over 30 days, withdrawal on day 6 → $€20 \times 6/30 = €4$ payable, €16 refunded. Your Credit consumption is not charged again on top of this (§ 8.5 Individual Terms).
- **You owe this amount only if both conditions are met** (§ 357a Abs. 2 Nr. 1 und 3 BGB, § 8.2 Individual Terms): you expressly requested that we begin before the period expired; and we properly instructed you about your right of withdrawal beforehand. If either is missing, you owe nothing.
- The passage about **delivery costs** in "Effects of withdrawal" is taken unchanged from the statutory model. No delivery costs arise for our Services.

2. Free account

Applies to the free-tier contract, which is a consumer contract in which you provide us with personal data (§ 312 Abs. 1a BGB). You pay no price, and you never owe us compensation for value.

2.1 Instructions on withdrawal (convenience translation)

Instructions on withdrawal

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 of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany, email: info@uprelic.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also exercise your right of withdrawal online at uprelc.com/withdraw. If you use this online function, we will send you an acknowledgement of receipt on a durable medium (for example by email) without undue delay, stating the content of the declaration of withdrawal and the date and time it was received.

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.

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.

2.2 Additional notes (not part of the withdrawal instruction)

- **No money moves in either direction.** You pay nothing for the free account, so there is nothing to reimburse. The "Effects of withdrawal" paragraph is taken unchanged from the statutory model.
- **No compensation for value arises.** § 357a Abs. 2 BGB covers only services "for which the contract provides for the payment of a price". The free account provides for no price. You therefore owe us nothing even if you used the account during the 14 days.
- **What withdrawal does:** the free-tier contract ends. Your content and data are governed by § 327p BGB (via § 357 Abs. 8 BGB): we may not continue to use your non-personal content, and on request we make it available to you free of charge, within a reasonable time and in a commonly used, machine-readable format, in each case subject to the exceptions in § 327p(2) sentence 2 and (3) sentence 2 BGB. §§ 23.4 and 23.4a of the Individual Terms describe how to trigger the export.
- **Your right of withdrawal does not lapse** while the contract runs: under § 356 Abs. 5 Nr. 1 BGB it expires only once the service has been performed in full, which does not happen with an open-ended free account.
- We give you this instruction and the model withdrawal form **at signup**, not only at checkout.

3. Top-up Credits

Applies to the one-off purchase of Top-up Credits. Top-up Credits are supplied as digital content not on a tangible medium (digitale Inhalte, § 327 Abs. 2 S. 1 BGB; § 6.5 Individual Terms).

3.1 Instructions on withdrawal (convenience translation)

Instructions on withdrawal

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 of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany, email: info@uprelic.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also exercise your right of withdrawal online at uprelic.com/withdraw. If you use this online function, we will send you an acknowledgement of receipt on a durable medium (for example by email) without undue delay, stating the content of the declaration of withdrawal and the date and time it was received.

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.

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.

3.2 Early lapse of the right of withdrawal (§ 356 Abs. 6 Nr. 2 BGB)

Separate information under Article 246a § 1(3) No. 2 EGBGB; not part of the withdrawal instruction above:

Your right of withdrawal for a top-up **lapses** as soon as we begin performing the contract — that is, as soon as we credit the purchased Credits to your balance — but **only if all three of the following are met**:

1. you expressly consented to us beginning performance before the withdrawal period expires,
2. you confirmed your awareness that, by giving that consent, you lose your right of withdrawal when performance begins, and
3. we provided you with the contract confirmation under § 312f BGB on a durable medium.

We obtain the consent and the confirmation in checkout and record them. **For as long as even one of the three is missing, your right of withdrawal continues to exist.**

3.3 Additional notes (not part of the withdrawal instruction)

- **You never owe compensation for value.** If you withdraw from a top-up whose right of withdrawal has not yet lapsed under § 356 Abs. 6 BGB, you owe us **no compensation for value at all** — not even for Credits you have already consumed (§ 357a Abs. 3 BGB excludes compensation for value for digital content not supplied on a tangible medium). We refund the full purchase price.
- The passage about **delivery costs** is taken unchanged from the statutory model; no delivery costs arise on a top-up.
- Independently of the right of withdrawal, your rights under § 6.5 of the Individual Terms (three-year validity, payout of residual value) and § 6.8 (refund of unused top-ups if we terminate) continue to apply.

4. Model withdrawal form

Using this form is optional. Any other unequivocal statement will do. The form is reproduced from Anlage 2 zu Artikel 246a § 1 Absatz 2 Satz 1 Nummer 1 und § 2 Absatz 2 Nummer 2 EGBGB, with our address and email inserted.

Model withdrawal form

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

- To Uprelic GmbH, Liebenwalder Straße 16, 13347 Berlin, Germany, info@uprelc.com:
- 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.