

## **Revocation Instruction & Revocation Form**

Consumers are entitled to the right of revocation according to the following conditions, whereby the consumer is any natural person entering into a legal transaction for a purpose that can be attributed neither to a commercial nor a self-employed occupational activity.

### **A. Cancellation Policy Revocation Right**

You are entitled to revoke the contract within fourteen days after receipt without giving any reasons.

To revoke contracts for the delivery of goods the revocation period is fourteen days after you or a nominated third party who is not the deliverer took possession of the last delivered item.

To revoke contracts for the delivery of content that is created and provided digitally (digital content) and does not come on physical media, the revocation period is fourteen days after the day of the conclusion of the contract.

To exercise your right of revocation, you have to inform us explicitly about your decision to revoke the contract by sending an appropriate notice to us (Monkeytown Music GmbH, Brückenstr. 1, 10179 Berlin, Germany, phone.: +49 30 47 37 77 67, fax: +49 30 47 37 77 61, e-mail: [info@monkeytownmusic.com](mailto:info@monkeytownmusic.com)). You may, but are not obliged to use the attached revocation form.

To comply with the notice period, timely sending the notice before deadline is sufficient.

### **Consequences of the Revocation**

In the event that you revoke this contract, we shall reimburse you for all payments we have received from you, including the delivery costs (except for those costs that might occur if you pick any other way of delivery than the cheapest standard delivery offered by us), without delay and within fourteen days at the latest from the day on which we received the notification of your revocation. For this reimbursement we will use the same payment method that you were using for the original transaction, unless otherwise agreed; in no event we will charge you for the reimbursement.

We can refuse to reimburse you in the case of contracts for the delivery of goods until we have received the goods back or you have provided evidence that you have sent the goods back, depending on which happens earlier.

You must return to us the goods that you have already received without delay and not later than within a period of 14 days from the day of the revocation. The deadline is met if the goods are sent back to us during that period.

You shall be charged for the direct costs of returning the goods.

You shall only be liable for any diminished value of the goods resulting from the handling

other than what is necessary to ascertain the nature and the functioning of the goods.

### **Premature expiration of the revocation right**

The right to revoke expires prematurely if or as soon as you open the sealed package of audio or video recordings or software.

According to § 312g Abs. 2 Nr. 9 BGB, there is no right of revocation if the contract involves the provision of services regarding leisure activities, when there is a certain date or time set for the service, unless otherwise agreed. Therefore the right of revocation is excluded for contracts that involve selling tickets for scheduled leisure activities.

In the event that we have already commenced the execution of the contract and started to deliver digital content before the start of the termination period in agreement with you, the right to revoke expires prematurely, provided you have given us the confirmation that the revocation right expires with their agreement and the early delivery of the content.

### **General information for returning delivered goods**

1) Please avoid damages or refilement of the goods. Please send the delivered goods back in their original package including all equipment, packing materials and containers. Please use a protective packaging. In the event that you do not have the original packaging any more, please make sure to protect the goods from transport damage with a specific packaging.

2) Please do not return the goods freight forward.

3) Please note that the above items 1-2 are not a prerequisite for the effective exercise of the revocation.

### **B. Form**

If you want to revoke the contract, please fill in the following form and send it back to

Monkeytown Music GmbH, Brückenstr. 1, 10179 Berlin Deutschland

fax: +49 30 47 37 77 61, e-mail: [info@monkeytownmusic.com](mailto:info@monkeytownmusic.com)

I/We\* hereby give notice that I/We\* revoke my/our\* contract of sale of the following goods\*/provision of the following service

\_\_\_\_\_

ordered at (\*) \_\_\_\_\_ / received at (\*) \_\_\_\_\_

\_\_\_\_\_

Customer's/Customers' name/s

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Customer's/Customers' address/es

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Customer's/Customers' signature (only for communication on paper)

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\_\_\_\_\_ Datum

(\*) Delete as applicable.