General terms and conditions

1. SCOPE OF APPLICATION

1.1 subito is a platform of subito. Dokumente aus Bibliotheken e.V. ("subito e.V.") through which the client is referred to the linked supplier libraries for the sending of copies and loaning of books.

1.2 These General Terms and Conditions ("GTC") shall apply for research, referral, ordering, sending and use of the copies and the loaning of books. They shall apply between the client and subito e.V. and between the client and the supplier library chosen by the client.

1.3 lease note that in some cases, these GTC contain special conditions for copies from publications where subito e.V. has concluded a licence agreement with the publisher (for example, in clauses 2.1 and 6). These publications are marked as "subject to license" in the Hit list.

2. CLIENT GROUPS

The range of services of subito e.V. and the supplier libraries differs according to Client Groups.

2.1 subito Direct Customer Service (services for End Clients)

(a) Client Group 1

End Clients with their place of residence and located in Germany, Austria, Switzerland or Liechtenstein falling under one of the following categories:

- school pupils
- trainees
- university students
- university staff
- staff of research institutions financed primarily (i.e. 51% or more) by public funds
- staff of all public-law legal entities, cultural or social institutions and churches

Regarding copies from publications where subito e.V. has concluded a licence agreement with the publisher, Client Group 1 is further split into the following sub-groups:

Client Group 1A

- pupils at primary and secondary schools,
- students enrolled at a tertiary educational institution,

excluding, however, the following:

- (i) PH.D. students and higher,
- (ii) students acting as agents for commercial entities,
- (iii) S students enrolled in courses of no more than one semester for continuing professional education,
- (iv) other employed persons improving their career and marketability by means of continuing academic education.

Client Group 1B

Academic staff, PH.D. students, and researchers at tertiary educational institutions or research institutes that are predominantly financed by public means.

Client Group 1C:

Any person falling into Client Group 1 but neither fitting the description of Client Group 1A nor 1B.

(b) Client Group 2

End Clients with their registered office or place of residence and located in Germany, Austria, Switzerland or Liechtenstein falling under one of the following categories:

- taff of commercial or industrial institutions
- company libraries
- self-employed persons
- any other commercial clients

(c) Client Group 3

End Clients with their place of residence and located in Germany, Austria, Switzerland or Liechtenstein who use the service on a private basis.

(d) Client Group 5:

End Clients with their place of residence and located outside Germany, Austria, Switzerland or Liechtenstein falling under one of the following three categories:

- pupils at primary and secondary schools,
- students and staff at tertiary educational institutions, and
- staff at research institutions financed primarily by public funds,

excluding, however, the following:

- (i) students and academic staff acting as agents for commercial entities,

- (ii) students enrolled in courses of no more than one semester for continuing professional education,
- (iii) other employed persons improving their career and marketability by means of continuing academic education.

(e) Client Group 6:

End Clients with their registered office or place of residence and located outside Germany, Austria, Switzerland and Liechtenstein who do not belong to Client Group 5. These notably include commercial companies and natural persons acting in the name or in the interest of commercial companies.

2.2 subito Library Service (services for Client Libraries)

(a) Client Group 4

Any national library, state library, university library, regional library, library of a university of applied sciences [Fachhochschule], public library or specialised library based in Germany, Austria, Switzerland or Liechtenstein, financed primarily by public funds (i.e. 51% or more) and approved by subito e.V. On request, regarding copies from publications where subito e.V. has concluded a licence agreement with the publisher, foreign locations of certain German organizations.

(b) Client Group 8E

Any library located in what is referred to as the SLS Territory (cf. list of countries on subito-doc.com) which is publicly financed as a general rule, is approved by subito e.V., and performs duties such as a national library, state library, university library, regional library, a library of a university of applied sciences, public library, or specialised library which meets the above-cited criteria. Excluded in any case are corporate libraries and libraries belonging to commercial or for-profit entities.

(c) Client Group 8W

Any national library, state library, university library, regional library, library of a university of applied sciences [Fachhochschule], public library or specialised library based outside of what is referred to as the SLS Territory (cf. list of countries on subito-doc.com) and outside Germany, Austria, Switzerland or Liechtenstein, financed primarily by public funds (i.e. 51% or more) and approved by subito e.V.

3. REGISTRATION AND CLIENT PROFILE

3.1 Registration by the client is a requirement for using subito. By registering, the client consents to electronic storage of details in the client profile. The client assures not to provide any incorrect details for the client profile.

3.2 The client agrees to indicate in the client profile whether he belongs to an institution such as a university and which institution it is. subito e.V. will use this piece of information solely for preparing anonymised statistics on the use of its services by

members of the individual institutions. If the institution to which the client belongs is not mentioned in the list which is provided upon registration, subito e.V. reserves the right of an individual check, a positive result of which being required before a customer number and a password will be provided.

3.3 In the event of change of its details, the client is obliged to update its client profile prior to the next order at the latest. Should the circumstances relevant for the client's allocation to a Client Group change, the client is obliged to re-register in the correct Client Group before the next order at the latest.

3.4 After registration, the client shall be provided with a customer number and a password ("Access Data"). Clients in Client Groups 4, 8E and 8W shall be provided with a client number and a password only after the client profile has been checked by subito e.V. The client shall keep the Access Data confidential and change its password regularly.

3.5 Upon sending of the Access Data, a framework agreement between the client and subito e.V. is concluded on the use of the platform for research and referral as well as in respect of all orders and deliveries. These GTC shall apply for the framework agreement. The framework agreement does not establish a claim to use of the platform within a certain scope or during certain times.

4. ORDER

4.1 Each order by the client shall be an offer to the supplier library to conclude a supply agreement. The supplier library accepts this offer not until sending the requested document to the client or, if the client chose delivery via FTP passiv, not until informing the client about posting the document on the server. These GTC shall apply for the supply agreement. For the loaning of books the supplier library's regulations for use shall apply additionally.

4.2 Upon placing the order, the client consents to paying the remuneration incurred by the order, which remuneration is indicated in the online dialogue. When ordering copies comprising more than 20 pages, additional remuneration per page may be incurred as of page 21. The online dialogue shall draw the client's attention to this possibility and the price per page.

4.3 In the subito Library Service (Client Groups 4, 8E and 8W) copies may be ordered only upon individual request by users of the Client Library for their own use.

4.4 For customers the following cancellation policy applies.

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the date of conclusion of the contract.

To exercise your right of revocation, you must inform us (subito.Dokumente aus Bibliotheken e.V., Berliner Straße 53, D-10713 Berlin, Tel: +49 (0)30 / 41 74 97 - 10; Fax: +49 (0)30 / 41 74 97 - 20; E-Mail: info@subito-doc.de) by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this contract. You may use the attached sample revocation form for this purpose, but this is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of the revocation

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund. We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to the supplying library without delay and in any event no later than fourteen days from the day you notify us of the cancellation of this Agreement. The deadline is deemed to have been met if you dispatch the goods before the end of the fourteen-day period.

You shall bear the direct costs of returning the goods.

You will only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods that is not necessary for testing their condition, properties and functionality.

If you have requested that the services be commenced during the revocation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of revocation with respect to this contract compared to the total scope of the services provided for in the contract.

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Sample revocation form

(If you want to cancel the contract, please fill out this form and send it back).

-To: subito.Dokumente aus Bibliotheken e.V., Berliner Straße 53, D-10713 Berlin; Fax: +49 (0)30 / 41 74 97 - 20; E-Mail: info@subito-doc.de

-Hereby I/we (*) revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

-Ordered on (*)/received on (*)

-Name of the consumer(s)

-address of the consumer(s)

-Signature of the consumer(s) (only in case of communication on paper)

-date

_____

(*) Delete as applicable.

5. DELIVERY

5.1 Neither subito nor the supplier library shall be liable for the ability of the supplier library chosen by the client to supply the documents requested.

5.2 By means of an online order monitor the client can check the processing status of its order.

5.3 Should the Supplier Library not be able to supply the selected document, the client shall be informed thereof within the delivery period by e-mail if so requested by the client upon placing the order.

6. ADDITIONAL CONDITIONS FOR COPIES FROM PUBLICATIONS SUBJECT TO LICENSE

6.1 Order

Each order of a copy shall at the same time be an offer to subito e.V. to conclude a licence agreement on the use of the copy. subito e.V. accepts this offer not until the supplier library sending the copy to the client. These GTC shall apply also for the licence agreement.

6.2 Delivery

A digital rights management system (DRM system) shall be used for the delivery of copies by e-mail. The client may not circumvent the DRM system or interfere with it. The DRM system shall restrict the usability of the copy supplied by e-mail as follows:

(a) The document may only be opened or printed while the computer is connected to the internet.

(b) The client may view the document ten times and print it out two times.
(c) Clients of Client Group 1, 2, 5 and 6 may alternatively place their order through an assisting person. This assisting person may view the document on a computer and forward it to the named person of destination once, who may view the document on one and the same computer and print it out once.
(d) After the expiry of one month after sending the e-mail, the document may no longer be viewed and printed.

6.3 Requirements for delivery in Client Groups 4 and 8E

In Client Group 8E the Client Library warrants compliance with the following requirements in respect of every order:

(a) The Client Library acts on the basis of a request it received from a person registered with the Client Library as user.

(b) The user meets the requirements to be met (i) - in case of delivery by a Client Library of Client Group 4 - for placing an order in Client Group 1A or 1B or (ii) - in case of delivery by a Client Library of Client Group 8E - for placing an order in Client Group 5, and has confirmed this in writing to the Client Library at least once (no further confirmation is required for any subsequent requests).

(c) The request is processed by a member of the Client Library staff on the premises of the Client Library; the request need not be submitted in person on the premises of the Client Library but may instead also be submitted by telephone or by e-mail, for example.

(d) The user shall be located and usually reside, both at the time of placing the request and at the time of receiving the copy, (i) - in case of delivery by a Client Library of Client Group 4 - in Germany, Austria, Switzerland or Liechtenstein or (ii) - in case of delivery by a Client Library of Client Group 8E - in the SLS Territory (cf. lists of countries on subito-doc.com).

(e) Where copies are sent by e-mail, the Client Library shall provide the user only with a printout a member of the Client Library staff has prepared at the premises of the Client Library. The watermark applied by subito may not be removed. The printout may be collected by a representative of the user if the user is employed by the Client Library, by the institution to which the Client Library belongs, or is a member of the faculty of this institution. Otherwise the printout has to be collected in person at the premises of the Client Library.

6.4 Exclusion of certain deliveries in Library Service

(a) Client Libraries of Client Group 8W may not order copies from publications which are subject to license.

(b) Client Libraries of Client Group 8E may not order copies from publications which are subject to license unless the requirements in clause 6.3 are met.

(c) Client Libraries concerned must refer each user directly to the platform of subito e.V. as an End Client. The Client Libraries may order copies as assistants in the name and by order of their users. For such orders, the conditions for Client Groups 5 or 6 apply. Notwithstanding clause 4.2, the Client Library is the sole debtor of the

remuneration incurred by the order, and clause 8 (Invoicing and payment) applies to the Client Library, not to the user.

6.5 Publisher's right of action

The client grants to the publisher of the publication from which it ordered a copy a direct right of action against the client in the event of violation of clauses 3.1, 3.3, 6.2, 6.3, 6.4 (b) or 9, including an action in contract and an action for copyright infringement.

7. ADDITIONAL CONDITIONS FOR COPIES FROM PUBLICATIONS VG WORT HANDLES THE LICENSE FESS FOR

7.1 Orders subject to this clause 7

This clause 7 only applies to deliveries to clients belonging to the Client Groups 1, 2, 3, and 4 who have their registered office or place of residence and located in Germany. Moreover, clause 7 only applies to deliveries carried out by supplier libraries located in Germany. As far as this clause 7 applies clause 6 is not to be applied.

7.2 Orders

Unless the requirements of Sec. 53a of the German Copyright Act [Urheberrechtsgesetz – UrhG] are fulfilled, each order of a copy shall at the same time be an offer to subito e.V. to conclude a licence agreement on the use of the copy. subito e.V. accepts this offer not until the supplier library sending the copy to the client. These GTC shall apply also for the licence agreement.

7.3 Requirements for delivery

(a) If the delivery is made by e-mail, the copy has to bear a watermark featuring a copyright notice. The watermark applied by subito e.V. must not be removed.

(b) With regard to Client Group 2 forwarding the copy is only permissible within the company respectively the institution and in encrypted format.

(c) Intermediary agents standing outside the regime of subito library service may not be engaged.

(d) Where copies are sent by e-mail, the Client Library shall provide the user only with a printout a member of the Client Library staff has prepared at the premises of the Client Library.

8. INVOICING AND PAYMENT

8.1 The client shall receive a payment statement including the invoices of all supplier libraries used by the client and of subito e.V., payable without deductions and payable on receipt.

8.2 Payments may be made by money transfer, cheque (from € 200.00), by credit card or in cash. In the event of payment by credit card the client authorises subito e.V. to debit its credit card accordingly. The corresponding data shall be sent to subito e.V. in two separate faxes, along with the power of attorney. subito e.V. undertakes to treat the data confidentially and with care. With such power of attorney the client consents to electronic processing of the data.

8.3 All bank fees, i.e. the fees of the own bank, the recipient bank and, where applicable, of a third-party bank, shall be paid by the client.

8.4 In the event of non-payment, the client shall be prevented from using the services upon preparation of the 2nd reminder until payment in full of all outstanding claims.

9. DOCUMENT DELIVERY AND COPYRIGHT

9.1 The copies sent to the clients comprise works protected by copyright. All procedures in connection with the use of subito, the ordering, preparation and delivery of copies are subject to the copyright provisions of all countries affected by such procedures. Such provisions impose strict restrictions on subito e.V., the Supplier Libraries, the client and users of Client Libraries.

9.2 Each client undertakes

(a) to order and use copies only within the capacity which was relevant for its attribution to its Client Group;

(b) to order single articles only;

(c) if the client orders copies from publications which are not marked as "subject to license" in the Hit list (cf. clause 1.3), to order and use such copies only to the extent the copyright provisions of the country in which the client has its registered office or place of residence allow the making of, delivery and use of these copies without obtaining a license from the owner of copyright or any other right in the publication;

(d) if the Client orders delivery of the copy by e-mail and there is no license fee shown in the order form, to order and to use this copy only for illustration in class or for purpose of scientific research; and

(e) above all, to observe all relevant copyright provisions, particularly those of the country in which the client has its registered office or place of residence;

9.3 Clients in the subito Direct Customer Service (Client Groups 1, 1A, 1B, 1C, 2, 3, 5 and 6) additionally undertake

(a) to order copies exclusively for their own use and not to make them available to third parties; and

(b) to print out any copies sent by telefax, FTP or e-mail only once and to finally delete the file immediately after that.

9.4 Clients in the subito Library Service (Client Groups 4, 8E and 8W) additionally undertake

(a) to commit their users (i) to order copies exclusively for their own use, (ii) not to make copies available to third parties and (iii) provided that forwarding of the copy by the Client Library is not already prohibited by clause 6.3 (e) or clause 7.3 (d), to print out any copies sent by telefax, FTP or e-mail only once and to finally delete the file immediately after that; and

(b) provided that such forwarding of the copy by the Client Library is not prohibited by clause 6.3 (e) or clause 7.3 (d), (i) to forward copies only to registered users of the Client Library, (ii) to forward copies only within the country which the Client Library named as place of its registered office and (iii) to forward copies only in a manner which the copyright provisions of all countries affected allow this without obtaining a license from the owner of copyright or any other right in the publication.

10. LIMITS ON LIABILITY

The liability of subito e.V. and the supplier libraries shall be limited to an amount of € 5,000.00 per damage event. This shall not apply for intentional or grossly negligent breach of duty, culpable breach of duties the fulfilment of which is a pre-requisite for proper performance of the Agreement and the observance of which the client may usually rely on, and for damage attributable to the violation of life, limb and health.

11. DATA PROTECTION

11.1 The data provided for registration and within the scope of an order shall be stored by subito for order processing including invoicing and for availability via tracking and, to the extent required for purposes as specified, passed on to the supplier libraries.

11.2 The client is given the option to agree to the following statement:

"If subito announces by email changes of its offer, maintenance work on its server or other news in connection with subito services I would like to receive this email. This consent can be withdrawn at any time with effect for the future by changing the settings of my client profile. I can check the content of my consent in the subito General Terms and Conditions (GTC) under he heading Data Protection. The GTC are accessible at any time under www.subito-doc.de."

11.3 The client is advised of the fact that subito e.V. may be obliged in accordance with the relevant copyright and data protection regulations to make client details available to third parties - especially to publishers of copyright-protected material - for the investigation of evident infringements of copyright. The same applies to the subito Library Service (client group 4, 8E and 8W) for the data of the user of the client library. The client library is obliged to inform the users accordingly.

11.4 subito e.V. shall pass on the bibliographical data of the document ordered for the purpose of payment of the copyright fee to VG WORT collecting society or for payment of the licence fee to the publisher of the document.

12. TERMINATION OF THE FRAMEWORK AGREEMENT AND EXCLUSION OF FURTHER DELIVERIES

12.1 The client and subito e.V. may terminate the framework agreement at any time on two weeks' notice.

12.2 The right to extraordinary termination shall not be affected thereby. A reason for extraordinary termination by subito e.V. and the exclusion of the client from further deliveries notably exists if

(a) the client violates clauses 3.1, 3.3, 6.2, 6.3, 6.4 (b) or 9 or circumvents such clauses,

(b) the client triggers deliveries by providing wrong information in the client profile or

(c) the client's Access Data is used by a third party in an unauthorised manner and there is a further violation following a warning.

12.3 subito e.V. may block the client and exclude it from further deliveries

(a) if and for as long as the client violates provisions of these GTC,

(b) in the event of non-payment, upon preparation of the 2nd reminder until payment in full of all outstanding claims,

(c) if and for as long as the client cannot be contacted at the address stated by it, or

(d) sif and for as long as certain facts establish a suspicion of misuse, notably of copyright infringements.

13. MISCELLANEOUS

13.1 subito e.V. reserves the right to amend these GTC at any time without stating any reasons. The amended terms and conditions shall be made accessible to the client prior to the next order. If the client places the next order with reference to the amended terms and conditions, the client thereby accepts the amended GTC.

13.2 he legal relationships of the Parties shall be governed by German law to the exclusion of the international law of conflicts and the UN Sales Convention.

13.3 Non-exclusive places of jurisdiction for all disputes arising from or in connection with these GTC, the framework agreement, a supply agreement or a licence agreement are the principal place of business of subito e.V., the place of delivery receipt and the habitual and/or permanent place of residence or place of business of the client.

13.4 subito e.V. shall not recognise any deviating terms and conditions of the client.

As at: 19. May 2021