General Terms and Conditions of Use of divibib GmbH for the digital borrowing of content from "Onleihe" and access to e-learning offers and other content from third-party providers via "Onleihe"."

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Preamble

A wide variety of content, such as language works, audio books, audio plays, digital media such as videos and software, etc., can be digitally borrowed from Onleihe. The technical and administrative services as well as the granting of rights of use for this service are provided by *divibib* GmbH, Bismarckstraße 3, 72764 Reutlingen (hereinafter referred to as "*divibib*"), with whom you as the user of "Onleihe" enter into the following agreement. Furthermore, *divibib* provides you with software applications such as "integrated readers" in accordance with the provisions of these General Terms of Use. The special regulations for integrated readers according to § 8 also apply in favour of *divibib*'s suppliers; if you do not consent to these regulations, you will not be granted any rights to integrated readers and you are obligated to uninstall integrated readers and to destroy all copies held by you.

If access to e-learning offers is also opened via the "Onleihe" of your library, the special provisions listed under B. for access to e-learning offers from third-party providers shall also apply.

If you also have access to the children's media app "*TigerBooks*" of *Tiger Me-dia Deutschland GmbH* (hereinafter referred to as "TMD") via the "Onleihe" of your library and the content retrievable via this app, the special provisions listed under C. shall also apply.

The billing of services provided by *divibib* to registered library users (hereinafter referred to as "library users") is carried out exclusively by and in relation to your library, which enables you to use "Onleihe". The prerequisite for the use of "Onleihe" is therefore also a re-registration at your library and the activation for "Onleihe" by your library.

A. General terms and conditions

§ 1 Scope of application

(1) Library users can borrow copyrighted language works, audio books, audio plays, digital media such as videos and software, etc. via Onleihe. (hereinafter referred to as "Contents") and borrow them digitally.

(2) These terms of use apply to all digital content provided by *divibib*. They apply to the first and each future digital loan of contents, even if you as a library user do not explicitly confirm the validity of these terms of use in the future during further visits / retrievals of contents. The conditions are always available via the "Onleihe" and can be printed out at any time.

§ 2 Registration / Library username and password

The prerequisite for the digital lending of content in "Onleihe" is your registration as a library user with your library. With the library user ID and password issued by your library, you can digitally borrow the content provided for this purpose.

§ 3 Digital lending / Rights and limits

(1) The digital content provided to you as a library user is copyrighted or otherwise protected. As a library user, you hereby expressly acknowledge the rights protected by copyright law and/or other rights (e.g. trademark rights) and undertake not to infringe them.

(2) Digital lending is carried out by downloading and/or streaming content via the Internet and/or other digital networks. You, the library user, will be informed of the permitted scope of use for the content in question within the framework of a digital lending process in connection with the lending process; the scope of use described there specifies the respective granting of rights. After the expiry of the loan period, the use of the content, in particular reproduction, is no longer permitted. Streamed content that is characterised by the continuous receipt of content components for immediate use or for reproduction of the respective content components may not be audio-recorded and/or recorded in any other way by the library user. If you return digitally borrowed content before the end of the lending period, you are obliged to ensure that the previously borrowed digital content in question is deleted on all your end devices when it is returned.

(3) *divibib* grants you as a library user a simple, limited and non-transferable right within the framework of a digital loan process to use the digitally borrowed content to the extent notified and permitted within the scope of the

digital loan process exclusively for personal use. You may not remove copyright notices, trademarks, watermarks or other legal reservations from the digitally borrowed content. In addition, you may not in any way change the contents with respect to content or through editing of the digitally borrowed content or use modified versions, copy it for third parties, make it publicly accessible or forward it, post it on the internet and/or in other networks against payment or free of charge, imitate it, resell it and/or use it for commercial purposes. Further transfer and/or sublicensing of the rights to third parties is expressly excluded. The granting of rights takes place with the conclusion of the download and/or refers exclusively to the enabling of the continuous reception of content components for their immediate use or for the reproduction of the respective content components (streaming), without a right to the audio recording and/or other recording of the streamed content being granted. The granting of the right of use also ends with the return of digitally borrowed content before the expiry of the lending period. You are not entitled to use the content after the expiry of the lending period unless you borrow it digitally again.

(4) In order to prevent unauthorised copies of digitally borrowed content, *divibib* uses technical protective measures (§ 95a UrhG) and/or information required for the administration of rights (§ 95c UrhG), such as DRM systems and digital watermarks. As a library user, you are prohibited from circumventing the technical protective measures used and from removing or altering the information required to exercise your rights (this may constitute a criminal offence pursuant to § 108b UrhG).

(5) In particular, you as a library user are strictly prohibited from using robots, spiders, crawlers and/or other automated programmes to continuously and/or temporarily search, index and/or digitally lend, retrieve, download or stream content (misuse). Digital lending and return of content must be initiated individually by you as a natural person and library user in each individual case. An abuse of use in the sense of sentence 1 is deemed equivalent if a digital loan of the contents is carried out with damaging intent; this is particularly the case if the digital loan is not carried out for the purpose of exclusively personal use within the scope of the digital loan process notified and permitted in each case, or if the digital loan is carried out for the purpose of causing (in particular financial) damage to *divibib* and/or your library.

§ 4 Technical requirements

In order to be able to use "Onleihe", library users must have suitable hardware and online technology at their disposal and access electronic services and media, especially the internet, at their own expense and risk. They must adapt this hardware and online technology to changing technical standards of the internet and of "Onleihe " at their own expense.

§ 5 Right of cancellation

A right of cancellation does not exist, as a right of cancellation is neither prescribed by law nor contractually granted by *divibib* for the contents digitally lent free of charge by *divibib*.

§ 6 Warranty limitation

(1) As a library user, you are responsible for the selection of digitally borrowed content. The use of "Onleihe", in particular the downloading, streaming and/or other receipt of content in connection with the offer, is at your own risk; in particular *divibib* does not guarantee freedom from viruses, freedom from other malware or the technical functionality of the digitally borrowed content.

(2 The offer will be presented in the design approved by *divibib* in each case and subject to availability. All information, illustrations, technical data, measurements and performance descriptions found on the website are for information purposes only. *divibib* makes every effort to ensure the accuracy of the information, but accepts no liability for it. *divibib* also does not guarantee that the offer meets the requirements of library users and is available at all times without interruption, in a timely manner, safely and without error. *divibib* does not warrant that the hardware and/or software used for the offer, including any download software offered in "Onleihe", will be error-free at all times and/or that any errors on the website or in the hardware or software will be corrected.

§ 7 Liability

(1) *divibib* is liable in case of intent or gross negligence as well as in case of absence of a guaranteed feature for all damages resulting from it without restriction.

(2) In case of minor negligence *divibib* is liable without restriction in case of injury to life, body or health. If *divibib* is in delay with its performance due to minor negligence, if *divibib* is unable to render its services or if *divibib* has violated an essential contractual obligation, *divibib*'s liability for damages to property and pecuniary loss resulting

therefrom shall be limited to the foreseeable damage typical for this type of contract. Essential contractual obligation in this sense is an obligation, the fulfilment of which enables the proper execution of the contract in the first place, the violation of which endangers the achievement of the purpose of the contract and the observance of which you can rely on regularly.

(3) Liability on the part of *divibib* is excluded for all other damages.

(4) Liability under the Product Liability Act remains unaffected.

(5) To the extent that the liability of *divibib* is excluded or limited according to the above regulations, the same also applies to the representatives, employees and subcontractors of *divibib*.

(6) You are liable to *divibib* for damages, costs and expenses caused by culpable violations on your part against the obligations arising from the contractual relationship between *divibib* and you - in particular from § 3 of these General Terms and Conditions of Use - and indemnify *divibib* against claims of third parties arising from this.

§ 8 Special regulations for integrated readers

(1) To the extent that *divibib* provides integrated readers with "Onleihe", the following additional special regulations apply in favour of *divibib* and its suppliers with regard to these integrated readers. If you do not consent to these regulations, you will not be granted any rights to integrated readers and you are obliged to uninstall integrated readers and to destroy all copies held by you.

(2) It is prohibited to distribute and duplicate integrated readers. Furthermore, it is prohibited to modify, edit, redesign or make any other modifications to integrated readers.

(3) It is not permitted to decompile integrated readers, reverse-engineer them, disassemble them or convert them into a form that can be read by humans.

(4) You will receive a non-exclusive, non-transferable or sub-licensable license for the use of integrated readers for your personal use within the scope of "Onleihe", limited to the duration of the lending period for the respective digitally borrowed content. Under no circumstances will integrated readers be sold to you, so that you cannot acquire ownership rights to integrated readers either.

(5) The warranty and liability limitations of § 7 apply accordingly to integrated readers. To the extent permitted by law, further liability for indirect, special, incidental, punitive and consequential damages as well as statutory warranty claims is excluded. To the extent permitted by law, liability is also limited to the price of the integrated reader or the right to demand return of the integrated reader and reimbursement of the price from *divibib*.

(6) Integrated readers use the Adobe DRM system. The Adobe DRM system requires that you work with Adobe Systems Inc. (Adobe) to enter into an agreement for the provision of an Adobe ID. If you use the Adobe DRM system and your Adobe ID as part of an integrated reader, personal data is collected, processed, and transferred to third parties independently of *divibib*. The operation of the Adobe DRM system and Adobe ID under integrated readers requires such use of your personal information. If you do not wish this, do not use integrated readers, as their functionality requires the relevant use of your personal data. For details, please refer to Adobe's privacy policy (www.adobe.com/privacy.html).

§ 9 Alternative dispute resolution

(1) The European Commission has set up a European online dispute settlement platform (the so-called OS platform) for the alternative out-of-court settlement of disputes between consumers and companies regarding purchase and service contracts concluded on the internet that is accessible under (http://ec.europa.eu/consumers/odr/).

(2) *divibib* is in principle not willing or obligated to participate in dispute resolution proceedings before a consumer arbitration board.

B. Special provisions for access to e-learning services provided by third parties

§ 10 Addition to the General Provisions

In addition to the General Provisions listed under A. above, the following special provisions apply between *divibib* and you as a library user for access to e-learning services provided by a third party.

§ 11 Special scope of application

In addition to digital lending of content via "Onleihe", library users can also access third-party e-learning services via "Onleihe". This access possibility only exists to the extent agreed by your library with *divibib* and actually offered at the time. As a library user you are not entitled to any particular offers or group of offers. The General Terms and Conditions listed under A. are applicable accordingly and subject to the proviso that *divibib* does not carry out a digital lending process in this context, but merely arranges the use of the respective e-learning offer of a third party provider. You may have to make further agreements with the respective third-party providers regarding the use of the respective e-learning offering.

§ 12 Use of an e-learning offer accessible via "Onleihe"

To take advantage of an e-learning offer from a third-party provider that is accessible via "Onleihe", you must register as a library user with your library and use "Onleihe". Access to the e-learning offers of third-party providers provided in the "Onleihe" of your library cannot be made directly via the website of the third-party provider. You must therefore be logged into the "Onleihe" of your library. You can then select one of the available e-learning offerings from third-party providers, provided that your library has sufficient license rights.

§ 13 Special limitation of liability

(1) You are responsible for the selection of the e-learning offer of a third party provider. *divibib* cannot and will not influence the offer provided by a third party provider. The use of the e-learning offer of the third party provider is at your own risk and without guarantee that the desired learning objectives will be fulfilled by the use of this offer.

(2) *divibib* assumes no liability and does not guarantee the absence of viruses, freedom from other malicious software or the functionality of the e-learning services used.

(3) *divibib* also assumes no liability for and does not guarantee the correctness and factual accuracy of the content available within the framework of the e-learning offer of a third party provider. In particular, *divibib* does not guarantee that the e-learning offer of the third party provider meets your requirements or that the hardware and/or software used for the offer will function error-free at all times.

§ 14 Right of cancellation

A right of cancellation does not exist, since a right of cancellation is neither legally prescribed nor contractually granted by *divibib* for the provision of access to e-learning offers of third party providers.

C. Specific provisions covering access to the media for children and young people "*TigerBooks*" of the TMD within the scope of "Onleihe"

§ 15 Addition to the General Provisions

In addition to the General Provisions specified under A. above, the following special provisions apply between *divibib* and you as a library user for the provision of access to the TMD children's media app "*TigerBooks*" and the content retrievable via it within the framework of "Onleihe".

§ 16 Special scope of application

(1) In addition to digital lending of content via "Onleihe", library users can also access *TigerBooks*, which offers media content specifically aimed at children and young people, via "Onleihe". This access possibility only exists to the extent specified by your library with *divibib* and actually offered at the time. As a library user, you are not entitled to a particular type of access or access to particular contents of *TigerBooks*.

(2) The General Terms and Conditions listed under A. are applicable accordingly and subject to the proviso that *divibib* does not carry out a digital lending process in this context, but merely provides the possibility of using the contents offered by *TigerBooks* using your library user ID for "Onleihe" and your password. Before you gain access to the *TigerBooks* offer, you may have to conclude further agreements with TMD on more detailed use, in particular on the collection and use of your personal data.

§ 17 Access to the contents of TigerBooks within the scope of "Onleihe"

(1) In order to take advantage of the content offered by *TigerBooks*, you must first register as a library user with your library to use the "Onleihe" service and install the software application provided by TMD (hereinafter referred to as the "*TigerBooks*-App") on up to three terminal devices intended for use (available in the App Store of the provider of the operating system running on the respective terminal device (e.g. "iOS App Store", "Google Play Store", etc.).

(2) After installing the *TigerBooks* app on the device(s) used, select your library there and log into the *TigerBooks* app with your library user ID for "Onleihe" and your password. After successful registration, you will receive access to all contents of the subscription offer of the *TigerBooks*-App for the duration of the loan period agreed with your library.

(3) The provision of media content via the *TigerBooks*-App, in particular the granting of the rights of use required for this purpose, shall be made solely by and under the responsibility of TMD.

§ 18 Special limitation of liability

(1) You are responsible for the selection of the content available via the *TigerBooks* app. *divibib* cannot and will not influence the offer provided and technically realised by TMD via the *TigerBooks* app. The use of the *TigerBooks* app and any content obtained through it is at your own risk and without guarantee, in particular for the permissibility under youth protection law and the suitability of the content of the media content accessed through it for children and young people in other respects.

(2) *divibib* assumes no liability for and does not guarantee the absence of viruses, freedom from other malicious software or for the functionality of the media content offered by TMD or the software provided in this context, in particular the *TigerBooks* app required for the use of *TigerBooks*.

(3) *divibib* also assumes no liability for and does not guarantee the correctness or factual accuracy of the content available through access to the TMD children's and youth media offering. In particular, *divibib* does not guarantee that the "*TigerBooks*" offer of TMD meets your requirements or that the hardware and/or software used for the offer will function error-free at all times.

§ 19 Right of cancellation

A right of cancellation does not exist, as for the provision of access to the content offered by *TigerBooks* in the context of "Onleihe" a right of cancellation is neither legally prescribed nor contractually granted by *divibib*.