

General Terms and Conditions of Use for the Digital Borrowing of Contents from the Digital Library

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Preamble

Digital Library is a service provided by

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(hereinafter called "Digital Library")

for their members. Through Digital Library, a wide variety of contents can be borrowed digitally, e.g. language works/courses, audiobooks, radio plays, digital media such as videos and software, etc. The performance of technical, administrative and copyright contractual aspects of this innovative service shall be provided by SBD.bibliotheksservice ag, Bern, (hereinafter called SBD) respectively, on behalf of SBD, by DiViBib GmbH, Luisenstr. 19, 65185 Wiesbaden, on behalf of the above-named libraries. The accounting and invoicing of the services performed by SBD for the registered Library users shall occur exclusively through and in relationship with the Library enabling you to use the Digital Library. One may use Digital Library based on the prerequisite that one has been registered with the Library and that the registration has been approved and activated by the Library.

§ 1 Scope of Validity

(1) Through Digital Library, registered Library users can use and digitally borrow copyright protected language works/courses, audiobooks, radio plays, digital media such as videos and software, etc. (hereinafter called „Contents“).

(2) These Terms and Conditions of Use shall apply to all digital contents made available, be they on a payment basis or free of charge. They shall apply to the users' digital borrowing of contents for the first time as well as to each borrowing in the future, even if the Library user does not explicitly renew the confirmation of the validity of these Terms and conditions of Use when visiting the Library and/or retrieving contents later on. The terms and conditions are always accessible within the framework of the online holdings and can be printed out at any time.

(3) Rules and regulations that deviate from these Terms and Conditions of Use shall not be recognized, unless they are confirmed in writing.

§ 2 Registration / Library User ID and Password

The prerequisite for the digital borrowing of contents in the Digital Library system is that the Library Users be registered with the Library. Registered Library Users (hereinafter called 'Library Users') can borrow digital content by using the library user ID and password given to them by the Library.

§ 3 Digital Loans / Granting of Rights / Copyrights / Technical Protective Measures

(1) Digital borrowing shall be effected through the downloading and/or streaming of contents on the Internet or any other digital network. The scope of use permissible for the contents in question within the framework of a digital loan process shall be communicated to the Library Users in connection with the loan process; the scope of use described therein shall spell out the respective rights being granted. After the expiration of the borrowing period, the use of the contents, in particular any duplication, shall no longer be permitted.

Streamed content, which is understood as constituent parts of content that are continually received for immediate use or playback of individual constituent parts, may not be recorded or in any way copied. If Library Users return the digital content before the loan period has expired, they are responsible for ensuring that the loaned digital material is deleted from all their mobile devices.

(2) The digital contents made available to Library Users are protected by copyright or otherwise. Library Users herewith shall recognize explicitly the rights protected by copyright law and/or other rights and shall commit themselves not to violate them.

(3) SBD shall grant the Library Users within the framework of a digital loan process a simple non-transferable right that is limited in time to use the digitally borrowed content exclusively for personal purposes and within the framework of the respective scope stated and permitted for digital borrowing. Library Users shall not remove copyright notices, trademarks and other reservations of rights in the digitally borrowed contents. They also shall not change or modify the digitally borrowed contents in substance and/or editorially in any way or use their changed/modified versions, shall not copy them for third parties, make them available to

and/or transmit them to the public, put them on the Internet and/or on other networks on a payment basis or free of charge, replicate them, resell them and/or use them for commercial purposes. Any reassigning and/or sublicensing of the rights to third parties is explicitly prohibited. The granting of the rights shall be effected with the completion of the download and/or is restricted to the enabling of the continual reception of constituent parts for immediate use or playback of individual constituent parts (streaming) without granting the right to record or in any way copy the streamed content. Furthermore the right to use the content ends when the digitally loaned content is returned before the loan period has expired. The Library Users are not entitled to use the content after the loan period has expired unless they have renewed the loan period.

(4) In order to prevent unauthorized duplications of the digitally loaned contents, SBD shall employ technical protective measures and/or information required for the safeguarding of rights, such as DRM systems and digital watermarks. Library Users are prohibited from circumventing the technical electronic protective measures used and are forbidden from removing or altering the information required for the safeguarding of rights.

(5) In particular, Library Users are prohibited to use Robots, Spiders, Crawlers and/or other automatized programs for the purpose of ongoing or timely limited browsing, indicating and/or digital borrowing/ retrieving/ downloading/ streaming of the contents (misuse). Digital borrowing and returning of the contents shall be initiated/conducted by the individual Library User as natural person in each single case. A misuse in the sense of sentence 1 also is given if the Library User digitally borrows the contents with the intent of damaging. This is in particular the case, if the digital borrowing exceeds the purpose of the exclusive personal use in the authorized scope that is communicated to the Library User in the course of each digital borrowing process, or if the digital borrowing is intently effectuated for the purpose of damaging (in particular but not limited to a financial damage) SBD and/or divibib and/or the Library User's library.

§ 4 Technical Requirements

In order to be able to use Digital Library, Library Users shall have appropriate online technology tools at their disposal and obtain access to electronic services and media, in particular to the Internet, at their own expense and risk. They shall adapt themselves to the changing technical standards on the Internet and Digital Library at their own expense.

§ 5 Right of Revocation

There shall be no right of revocation with respect to the digital borrowing of digital contents (downloading or streaming of digital contents), as these are inherently not suitable for returns.

§ 6 Warranty Limitation

(1) Library Users shall be responsible for the selection of digitally borrowed contents. The use of Digital Library, in particular the downloaded, streamed and/or otherwise obtained contents in connection with the Library holdings, shall take place at the Library Users' own risk. Library Users shall be liable for any damage to their computer system and/or other technical devices employed for using Digital Library, and also Library Users shall solely be liable for any loss of data and/or for other damages due to the download and/or other transactions in connection with the holdings.

(2) The Library holdings shall be presented as deemed appropriate in each respective case and with the proviso of availability. All specifications, reproductions, technical data, and descriptions of size and performance that are to be found on the website shall be purely informal. SBD shall strive for accuracy in the representations, but shall accept no responsibility for them. Neither shall SBD warrant that the holdings fulfill the demands of the Library Users and that they shall be available without interruption at all times in a timely

and secure way free of errors. SBD shall not warrant that the hardware and/or software used for the holdings -- including, if necessary, the download software offered in Digital Library -- work free of any error at all times and/or that any error that occurs shall be corrected on the website or in the hardware or software.

(3) The liability of SBD, should such liability exist on whatever legal grounds notwithstanding the above stated rules/provisions, shall be limited in each case to damages caused by intentional or grossly negligent behavior or due to the violation of a principal obligation essential for the contractual relationship. In case of damages due to a negligent violation of essential contractual obligations, liability for indirect damages and atypical consequential damages shall be excluded, and as for the rest, liability shall be limited to the average damages, depending on the level or extent of the damages typical for the contract. Any mandatory liability according to the law on product liability shall remain unaffected.

(4) Library Users bear liability toward SBD for damages, costs and expenses which arise from any intentional or negligent violation by Library User of the contractual relationship between SBD and themselves, in particular in relation to the responsibilities outlined in § 3, SBD is indemnified from all third party claims arising from such violations.

§ 7 *Final clause*

(1) Swiss substantial law shall apply exclusively.

(2) Should individual provisions of the Terms and Conditions of Use be or become entirely or partially invalid, the validity of the remaining provisions shall hereby not be affected. The rule that is entirely or partially invalid shall be replaced with a rule the economic outcome of which shall be as close as possible to the invalid one.