

FIZ Karlsruhe's Terms and Conditions for the Automatic Document Delivery Service

May 2020

1. SERVICES OFFERED BY FIZ KARLSRUHE AND ITS PARTNERS

FIZ Karlsruhe provides an Automatic Document Delivery Service for its customers. The ordered documents will be sent by e-mail, fax or mail directly to the customer by the document supplier. For a detailed description of this service see the information available on the AutoDoc Home Page at <http://autodoc.fiz-karlsruhe.de/>.

The purpose of the Automatic Document Delivery Service is to forward the customer's ordering data to the document supplier who will then deliver the documents according to the customer's specifications. These data may include the number of orders placed by a company or institution, or the number of orders for individual items without a link to the respective customer. FIZ Karlsruhe does not have any influence on the topicality or completeness of the supplied documents, nor on their suitability for a specific purpose.

2. AGREEMENT/PROVISION OF PASSWORD(S)

Generally, upon receipt of the customer's order an agreement between FIZ Karlsruhe and the customer takes effect, and FIZ Karlsruhe will issue to the customer the account number(s), password(s) and loginID(s) required for using the document delivery broker service.

3. SECRECY AND CONFIDENTIALITY

- a) It is the customer's responsibility to keep the password(s) secret.
- b) Within its area of responsibility, FIZ Karlsruhe will ensure that the customer's orders are treated confidentially.
- c) The Customer's personal data are exclusively used for the purposes of performing this agreement, for billing the services used by the Customer, for the provision of usage statistics, and for customer liaison and support. FIZ Karlsruhe shall also be entitled to transmit customer-related data to the document supplier as far as this is required for the purposes of this agreement. As far as necessary to perform this agreement, FIZ Karlsruhe and the document suppliers are entitled to electronically store and process the Customer's personal data.

Additional information can be found here: [Privacy Policy](#).

www.fiz-karlsruhe.de/en/ueber-uns/datenschutzerklaerung

4. COPYRIGHTS AND USE RESTRICTIONS

- a) The documents delivered are copyrighted and use of them is restricted explicitly to the customer's own internal purposes. The customer is entitled to produce only individual photocopies from the documents supplied as hardcopies or electronic documents. Scan-

ning of the documents delivered and any electronic use of them (i.e. electronic storage, for example, for document analysis and for alteration, for establishment of a customer's database and/or transmission for internal or external purposes) is not permitted. The customer shall not transmit any copies - made as outlined in sentence 2 - to any third party. The Supplier's Terms and Conditions of Use have to be strictly adhered to. They are expressly brought to the customer's attention on the AutoDoc order page (see link "Important Supplier Information"). If the customer is an information broker, however, they shall be entitled to use the full-texts to a certain extent, i.e., only in as far as this is required to fulfil their client's current order(s), and under the condition that they obligate their client to adhere to the above mentioned terms of usage.

- b) The ISSN Register database set up for the document delivery broker service is copyrighted and may only be used for verifying the document orders.

5. PRICES AND CONDITIONS OF PAYMENT

- a) Invoicing for all document deliveries is effected by and on behalf of FIZ Karlsruhe. Copyright fees are subject to the regulations applicable in the document supplier's country of residence. FIZ Karlsruhe does not assume any warranty that the invoiced fees are correct.
- b) For invoicing, the prices valid at the time the order is placed apply (see price list). Applicable VAT will be listed separately. Prices of the various delivery formats are available on the AutoDoc Home Page at <http://autodoc.fiz-karlsruhe.de/>. Price changes will be announced online.
- c) The amount billed is payable without deductions and is due within 30 (thirty) days from date of invoice.
- d) Default in payment arises when customer fails to pay the due amount prior to or at maturity. In the case that a Customer is in de-

fault of payment, FIZ Karlsruhe is entitled to charge a penal interest of 8% above the prime rate. If 60 days from the date of invoice no, or only partial payment of the due invoice amount has been made, FIZ Karlsruhe shall be entitled to block the customer's access authorization(s) for the Automatic Document Delivery Service.

6. LIABILITY FOR MATERIAL DEFECTS AND GENERAL LIABILITY OF FIZ KARLSRUHE

- a) In case of delay of delivery, FIZ Karlsruhe shall cooperate closely with the document supplier to make sure immediate delivery will be effected. If delivery of urgent orders has not been effected within 24 hours, and delivery of normal orders not within ten (10) days respectively, the customer shall not be charged for such orders. On request, the customer shall be credited or refunded if payment has already been effected.
- b) If erroneous delivery was made or no delivery at all due to failure by FIZ Karlsruhe or the document supplier respectively, the customer shall be indemnified by a free delivery. Warranty exceeding such credit, in particular with regard to the utility of the documents delivered as well as their completeness, accuracy, and topicality will not be assumed.
- c) If failure of delivery occurs because of erroneous data provided by the customer, the customer shall be charged with the service cost incurred by FIZ Karlsruhe as well as with the cost incurred for delivery of the documents. If delivery of documents cannot be effected because of incorrect data provided by the customer, FIZ Karlsruhe will nevertheless charge the customer for the service costs incurred.
- d) FIZ Karlsruhe will only be liable for damage caused by willful intent or gross negligence attributable to FIZ Karlsruhe, its legal representatives or persons employed in performing its obligations, or damage resulting from breach of essential obligations of the contract. In such cases, FIZ Karlsruhe's liabi-

- lity is limited to damages caused as a typical and foreseeable consequence of the breach of contract. Liability for damages to life, body and health as well as liability according to the Product Liability Act remain unaffected. Neither FIZ Karlsruhe nor the document supplier will assume any warranty or liability for damages caused by force majeure.
- e) FIZ Karlsruhe disclaims any liability for damage incurred by the Customer as a consequence of improper use or loss of the customer's access authorization. In this context, FIZ Karlsruhe particularly warns of the risks involved in transmitting such information via the Internet, because the currently available security technologies or procedures cannot guarantee best security.
 - f) The information contained in the help texts concerning information contents and functions is to illustrate the usage possibilities; it is not to be viewed as providing a legally binding assurance of certain characteristics of the service.

7. DURATION AND TERMINATION OF AGREEMENT

- a) The agreement on the Automatic Document Delivery Service is concluded for an indefinite period. The agreement may be terminated by either party upon written notice to the other party within ninety (90) days prior to a month's end. Notice of termination has to be given in writing or by e-mail.

- b) Moreover, FIZ Karlsruhe shall be entitled to terminate the agreement forthwith without notice if the customer commits a material breach of this agreement, in particular, if the customer fails to pay their invoices.
- c) When termination becomes effective, the customer's access authorization(s) will be blocked. On request of the customer this can be done prior to the date of termination.
- d) After termination of the agreement the customer shall continue to observe the copyright terms pursuant to art. 4. In case of termination in accordance with art. 7, para. a), any remaining credits will be refunded to the customer.

8. FINAL CLAUSES

- a) The place of performance is the headquarters of FIZ Karlsruhe, both for the customer and FIZ Karlsruhe.
- b) If FIZ Karlsruhe's Terms and Conditions for the Automatic Document Delivery Service conflict with the customer's terms and conditions, those of FIZ Karlsruhe shall prevail.
- c) In case of disputes arising from this agreement, actions shall be brought before the court of jurisdiction at Karlsruhe, if the customer is a merchant, a legal person under public law, or a federal special fund under public law. This agreement shall in all cases be governed by the laws of the Federal Republic of Germany whereby the United Nations Convention on Contracts for the International Sale of Goods Law (UNCITRAL) is excluded.



Leibniz Institute for Information Infrastructure

