

# TERMS AND CONDITIONS

## OF FIZ KARLSRUHE – LEIBNIZ-INSTITUT FÜR INFORMATIONENINFRASTRUKTUR GMBH, GOVERNING ONLINE ACCESS TO DATABASES VIA FIZ KARLSRUHE, THE STN SERVICE CENTER EUROPE

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### 1. SERVICES OF FIZ KARLSRUHE, DATABASE PRODUCERS' TERMS AND CONDITIONS OF DATABASE USE

a) STN International is jointly operated by FIZ Karlsruhe and by CAS (Chemical Abstracts Service, a division of the American Chemical Society, USA) worldwide and is represented in Japan by JAICI (Japan Association for International Chemical Information).

FIZ Karlsruhe in its own name and on its own account offers the Customer online access to the databases implemented at the STN Service Centers, except for those offered on behalf and on account of a third party. The name of the respective supplier is indicated on the current invoice.

- b) • The usage of the databases is subject to the Terms and Conditions set by the various database producers (Database Producers' Terms and Conditions).
- These Terms and Conditions are available online.
  - The Terms and conditions apply in particular to the copyrights and industrial property rights the database producers own to their databases, and to the scope of usage rights granted to Customer for these databases.
  - Upon receipt of Customer's order by FIZ Karlsruhe, a Customer Agreement is concluded between the two parties, according

to which FIZ Karlsruhe shall grant Customer access to the databases covered by the Customer Agreement.

- The Database Producers' Terms and Conditions applicable to the databases accessed by Customer form part of the Customer Agreement.
  - It shall be Customer's responsibility to ensure that the Database Producers' Terms and Conditions are strictly complied with.
  - In the event that Customer does not comply with the Database Producers' Terms and Conditions or fails to ensure that the Database Producers' Terms and Conditions are complied with within his/her scope of responsibility, FIZ Karlsruhe shall be entitled to block Customer's access to the databases; furthermore, Customer shall be liable towards FIZ Karlsruhe for any damages resulting from such non-compliance within the scope described above.
  - Sentences 1, 6 and last part of sentence 7 shall also apply to online orders placed by Customer for services provided by third parties.
- c) Scope and content of the databases available under the Customer Agreement may be subject to change without notice, without Customer being entitled to file any claims based on such changes with FIZ Karlsruhe and/or the database producer.

d) Customer may use the STN International system, including databases and the related access and operating software, exclusively for searching the databases on STN International in accordance with the Database Producers' Terms and Conditions. Customer must not develop or make publicly available any software designed to access or enhance the STN system (for example, through gateway solutions).

## **2. ACCESS AUTHORIZATION; CONFIDENTIALITY, AND DISCLOSURE OF CUSTOMER DATA**

FIZ Karlsruhe shall issue to Customer access authorizations, passwords, and login identifiers to enable Customer to access the databases selected. Confidentiality of Customer's passwords shall be Customer's responsibility and risk in his area. If required for the purposes of this Agreement, FIZ Karlsruhe shall be entitled to disclose Customer's login identifiers and account number, and information on the scope of database use to the other STN Service Centers. In addition, Customer's name and address, account number and usage information may be forwarded to the STN Service Centers and the STN database producers whose databases are accessed by Customer exclusively for Customer support purposes in connection with using the services provided by STN. The Customer's personal data are exclusively used with an adequate level of data protection for the purposes of performing this agreement, for billing the services used by the Customer, for managing the account by the customer's organization, for customer liaison and support as well as for telephone advice on how to use STN, and for improving the product. Additional information can be found here: [Privacy Policy](http://www.fiz-karlsruhe.de/en/ueber_uns/datenschutzerklaerung).  
([www.fiz-karlsruhe.de/en/ueber\\_uns/datenschutzerklaerung](http://www.fiz-karlsruhe.de/en/ueber_uns/datenschutzerklaerung))

## **3. INVOICING AND PAYMENT**

a) The usage of the STN databases is subject to the prices valid at the time the database is accessed. Customer may view these prices online at any time.

b) FIZ Karlsruhe shall invoice Customer on a monthly basis for all services rendered as well as line costs, if any. All invoices shall be

in EURO. Upon Customer's request, invoicing can also be effected in US Dollar. Once chosen, the invoicing currency shall remain the same during the entire term of the agreement.

c) The amount billed becomes due upon receipt of the invoice and is payable without any discount. Default in payment arises when Customer fails to pay the due amount within 30 days. If Customer is in default of payment, FIZ Karlsruhe shall be entitled to charge a penal interest of 8% above the prime rate. If the amount due has not been fully paid within forty-five (45) days from date of invoice, FIZ Karlsruhe shall be entitled to block Customer's online access.

d) All taxes (VAT, withholding tax, etc.) arising from or in connection with ordering and using the services offered by FIZ Karlsruhe or the delivery of FIZ Karlsruhe's products shall be borne by Customer.

## **4. CONFIDENTIALITY OF CUSTOMER'S SEARCHES**

FIZ Karlsruhe shall use its best efforts to keep the contents of Customer's online searches confidential. However, FIZ Karlsruhe may disclose details to third parties, i. e., to other STN Service Centers or STN database producers, if it is necessary to do so in order to fulfil its contractual obligations under the Customer Agreement.

## **5. DATA TRANSMISSION**

Data transmission and data link between FIZ Karlsruhe and the Customer via a network are exclusively Customer's responsibility unless they are part of FIZ Karlsruhe's contractual obligations (see Art. 3 b).

## **6. WARRANTY AND LIABILITY**

a) In the event of system-based failures impairing database use, Customer shall be credited for such invoiced but impaired database use. Any compensation in excess thereof shall be excluded.

b) FIZ Karlsruhe does not make any warranties as to the content, topicality, accuracy or fitness for a particular purpose of the information retrieved by Customer from the databases, unless FIZ Karlsruhe has wilfully or by gross

negligence failed to fulfil its obligations in designing, implementing or updating the database in question. In all other respects, FIZ Karlsruhe's liability towards Customer shall be limited to damages attributable to wilful intent or gross negligence on the part of FIZ Karlsruhe, its legal representatives or its vicarious agents. In the event that essential obligations of this contract have been breached (in particular, the obligation to provide databases and data processing systems for customer searches in accordance with the scheduled system availability), FIZ Karlsruhe shall also be liable for damages caused by slight negligence in as far as these damages are a typical and foreseeable consequence of the breach of contract. FIZ Karlsruhe does not assume any liability beyond the scope outlined above. However, liability of FIZ Karlsruhe subject to the Product Liability Act shall remain unaffected.

- c) In all other respects, the Database Producers' Terms and Conditions shall apply which, according to section 1b) above, form a part of the Customer Agreement concluded by placing the order, and have to be read by Customer upon first online access to those databases. FIZ Karlsruhe under this contract assigns to Customer any claims that might be filed with the database producer(s) pursuant to the Database Producers' Terms and Conditions. Sentence 1, first part, correspondingly shall apply to online ordering of services supplied by third parties.

## **7. DURATION AND TERMINATION OF THE AGREEMENT**

- a) The Customer Agreement is concluded for an unlimited term and shall become effective upon acceptance of Customer's order by FIZ Karlsruhe.
- b) The agreement can be terminated by either party giving written notice to the other party thirty (30) days prior to the end of a month. FIZ Karlsruhe shall be entitled to terminate the agreement with immediate effect without prior notice if Customer fails to comply with the contractual obligations, in particular in

case of non-compliance with the Database Producers' Terms and Conditions. Customer's access authorizations shall be deactivated upon effectiveness of termination, or at an earlier date requested by Customer.

- c) After termination of the Customer Agreement – irrespective of the legal grounds – Customer shall continue to abide by the Database Producers' Terms and Conditions. Customer shall in particular refrain from accessing any of the database producers' databases via STN International.

## **8. ALTERATION OF THESE TERMS AND CONDITIONS**

FIZ Karlsruhe reserves the right to change these Terms and Conditions. Customer shall be informed about changes by written notice sent to the most recent Customer address known to FIZ Karlsruhe. Written notice shall be sent not later than thirty (30) days prior to the date of effectiveness of the changes. Continued use of services by Customer following effectiveness of changes shall be deemed acceptance of changes by Customer.

## **9. FINAL PROVISIONS**

- a) The Terms and Conditions of FIZ Karlsruhe as well as the Database Producers' Terms and Conditions are integral parts of the Customer Agreement. They shall supersede all previous terms and conditions of online database use agreed between Customer and FIZ Karlsruhe, if any, and also rescind and supersede any conflicting terms and conditions of Customer.
- b) No additional agreements made orally between Customer and FIZ Karlsruhe shall be effective, unless confirmed in writing by FIZ Karlsruhe.
- c) Place of performance is the registered office of FIZ Karlsruhe. Place of jurisdiction shall be Karlsruhe, if Customer is a merchant entered in the commercial register as merchant, a legal person under public law, or a federal special fund under public law.
- d) Any and all disputes arising from the Customer Agreement shall be governed by the laws of the Federal Republic of Germany.



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