

Orient Online General Terms and Conditions

These terms and conditions, together with all other documents and notices displayed under “Legal notices”, in particular the revocation and privacy policies govern the rights and obligations of users and customers of the platform Orient-Online.com (“the website”), and of the publisher Deutsche Orient-Stiftung / Deutsches Orient-Institut (“the publisher”).

Definitions for clarification

“IP-Check” shall mean permanent access to the website by use of a static IP-address as acquired by the customer. The access to the content by way of IP-Check may be subject to a separate agreement to be entered into by the parties.

Subscription contracts

1. Conclusion of subscription contracts

a. Any display or presentation of a subscription product on a website or in other media featured by the Publisher shall not constitute a binding offer by the Publisher. Rather, the customer is given the option to submit a binding offer for the conclusion of a subscription agreement.

b. For individual user subscriptions, customers may place an online order. In such case, the customer may submit an offer by clicking the button “order against payment” after completing the online order process. After submission of the offer, customer will be sent an order confirmation by E-Mail to the E-Mail address as indicated in the order. The order confirmation constitutes the acceptance of the offer made by customer by the Publisher. In this case, the agreement consists of the order confirmation corresponding to the order as placed by customer and supplemented by these General Terms and Conditions.

c. For institutional multi-user subscriptions, customer may place an individual order request with the Publisher’s sales department. Customer thereupon will be sent a licence agreement to be signed by customer and returned to Publisher. The licence agreement shall become effective upon receipt of signed copy by the Publisher. The license agreement shall be supplemented by these General Terms and Conditions.

2. Usage rights for individual customers of subscriptions

The publisher grants the individual customers the right to purchase access to journal content by subscription. Details of the subscription content (such as price, duration and scope) are made available on the website with the offer and before concluding a subscription contract.

Individual customers are authenticated by username and password. By using the access data and password, an authorized user can be logged-in to the website only once at a given time. Upon an additional log-in by using a different browser or a different device, the preceding session will be terminated automatically.

These rights belong exclusively to the respective individual customer and are not transferable:

a. Digital-Only Subscriptions

In general (depending on the subscription offer on the website) subscribers are entitled to:

- read acquired content on the screen;
- download and store content (permanently) – to an extent congruent with individual academic work;
- print out single articles – to an extent congruent with individual academic work.

b. Print-Only Subscriptions

In general (depending on the subscription offer on the website) subscribers are entitled to receive the amount of print copies to the by the subscriber specified address.

c. Print & Digital Subscriptions

In general (depending on the subscription offer on the website) subscribers are entitled to all of the rights of the digital-only and print-only subscriptions combined.

3. Usage rights for institutional customers of subscriptions

a. User scope

The publisher grants institutional customers the right to purchase access to journal content by subscription for a specified number of users under their organizational umbrella (**“the patrons”**). Institutional subscribers and customers are entitled to provide access to the content for their patrons. Authorized users generally include:

- Members of faculty and university and library staff;
- Walk-in visitors of the library premises;
- Students currently enrolled at the university;

Alumni, i.e. previous students or faculty members, are not authorized users of an institution. If an institution indeed wishes to include alumni as authorized users, this can be arranged based on an individual agreement with the publisher. Please contact the publisher directly.

Institutional customers and their authorized users are authenticated by their registered IP address(es).

b. Content scope

With respect to acquired content, authorized users are entitled to:

- read content on screen;
- store content (permanently) – to an extent congruent with individual academic work;
- print out content – to an extent congruent with individual academic work
- make single chapters and articles available in digital course reserves (§ 60a Abs.1 German Urheberrechtsgesetz);

- make single chapters and articles available in onsite reading terminals (§ 60e Abs. 4 German Urheberrechtsgesetz).

Concurrent usage of the same items by different users of the same institution is possible without limitation. The amount of users who can access the platform at once per institution may be limited. For details see the licensing agreement that is sent to upon your request.

If the subscription includes print editions the customer is allowed to provide access of print editions of the journal in its library to the above defined customer scope.

c. IP-Check

The customer shall have the obligation to limit access to the content via IP-Check to the network of his entity as well as to users authorised under the customer's subscription.

The customer shall promptly inform the Publisher if the customer becomes aware of any misuse of access data or passwords, or of the access via IP-Check. In the case of a misuse, the Publisher has the right to suspend the access to the Database until the facts and circumstances have been cleared up and the misuse has been ended. Customer shall be liable for any misuse for which the customer is responsible.

d. Management of Personal Data by processing on behalf

d.i. The institutional customer is regarded as "controller", its patrons as "data subjects" and the publisher is regarded as "processor" as defined in Article 28 of the EU General Data Protection Regulation (EU-GDPR).

d.ii. The publisher is authorized to process personal data only to the extent as required to ensure compliance with contractual obligations. Processing of personal data for other purposes shall not be permitted.

d.iii. The publisher will ensure that all individuals entrusted with processing personal data will be subject to a commitment to safeguard secrecy of data and compliance with data protection laws. The customer undertakes to keep confidential all data obtained from the publisher's domain in conjunction with the execution of contractual obligations.

d.iv. The publisher undertakes to implement all acts referred to in Article 32 of the EU-GDPR to ensure full security of data management and to achieve a level of data protection which shall be in due proportion to the risk associated therewith; the customer shall receive evidence on such action. Upon demand of the customer, the publisher shall support the customer in relation to exercising the "rights of the data subject" as set out in Articles 12-23 and 32-36 of the EU-GDPR.

d.v. Upon completion of the contractual obligations the publisher shall, unless dictated otherwise by law, be required to delete or transfer to the customer personal data in accordance with instructions that the customer shall provide for such purpose.

d.vi. The customer provides general authorization of the publisher in writing to retain processing agents as sub-contractors.

d.vii. On demand the publisher will provide the customer with all information for demonstrating compliance with Art. 28 EU-GDPR and agrees to submit to any audit that the customer or a designated auditor of the customer may wish to conduct.

e. Obligation to inform patrons

Institutional customers are obliged to inform their patrons and users about these terms and conditions of use and any other legal notices of the publisher displayed on this website, in particular the privacy policy.

4. Commencement, term and termination of subscription contracts

a. Unless agreed otherwise in an institutional licence agreement, the provisions of this section apply to the commencement, term and termination of licence agreements.

b. In the case of subscriptions, the customer has the right to receive all other published works or updates (supplementary deliveries) up to at least the agreed termination date. The agreed termination date or the minimum term of the subscription is specified in the information on the subscription page and before payment.

c. A contract may be terminated by either party at four weeks' notice to the end of the then current subscription period or extension. In the absence of a termination, the contract is subject to an automatic extension in each case. In the event of an increase in price for the new term, the customer is entitled to terminate the contract in writing or in text form within a period of four weeks after receipt of the notification of the increase with effect from the date the price increase comes into effect. If the customer does not terminate or does not terminate in due time, the contract will continue with the increased remuneration. Other termination rights of the customer remain unaffected.

d. Each party's right to terminate for good cause remains unaffected.

e. The right of revocation remains unaffected. Please refer to our revocation policy for more information.

5. Securing access data and passwords

Customers are obliged to keep access details and passwords confidential, and to use reasonable measures to secure unauthorized access by third parties. In case of lost access details or passwords, the Publisher is to be informed immediately. In this case the Publisher retains the right to terminate access temporarily while new access details are issued.

6. Misuse of the subscriptions and website

a. In case there is plausible evidence for misuse of the website, in particular for an overuse, the Publisher has the right to request the customer to provide relevant information about the extent and manner of use of the website. Further rights and claims of the Publisher shall remain unaffected.

b. The Publisher has the right to take technical measures to prevent use in excess of the permitted scope and may, in particular, install relevant access restrictions. The customer may not use any devices, products or other means which serve the purpose of bypassing,

or overcoming, the technical measures taken by the Publisher. In particular, the customer may not use any web-crawler or spider-programs, meta search engines or comparable technologies which automatically retrieve contents from the website. In the event of a misuse, the Publisher may immediately suspend the access to the subscription and website. Any other rights and remedies of the Publisher, including but not limited to, the right to terminate for good cause and claims for damages, shall remain unaffected.

7. Eligibility for Student-Discount

In case that the subscriber is a Student, this individual might be eligible for discounts on subscription plans (this will be clearly communicated together with the offers). To make use of such discounts she/he must sign up with her/his University E-Mail and might be requested to send a scan copy of the individual's valid Student-Card to the publisher.

Purchase of single articles or journals

8. Scope

Information regarding the products that are available for purchase are clearly displayed on the website in the appropriate product section and descriptions. Based on these descriptions customers can add products to their basket and then pay for them during the check-out procedure. Customers need to make an account on our web-page to be able to purchase products. All purchases made with this account are associated with the account owner. The seller is the publisher. For more information on the seller please refer to the imprint of this website.

9. Conclusion of contract

The presentation of the products in the online shop does not represent a legally binding offer, but only an invitation to order.

By clicking the button [Purchase / Buy / order for a fee / or similar] you place a binding order for the goods listed on the order page. Your purchase contract is concluded when we accept your order by sending an order confirmation by email after receiving your order.

10. Revocation

The right of revocation does not apply to contracts for the delivery of newspapers, magazines or journals with the exception of subscription contracts (§ 312g BGB II Nr.7). When ordering digital content (online or downloaded content), your right of withdrawal expires prematurely, provided that during your purchase you expressly agree that the execution of the contract will begin before the expiry of the cancellation period and that you are aware that with this consent you will lose your right of cancellation at the beginning of the execution of the contract. Please refer to our revocation policy for more information.

11. Prices, payment and delivery

The prices stated on the product pages include the statutory value added tax and other price components except for the delivery costs.

In addition to the prices quoted, we charge a fee for delivery depending on your location. The shipping costs are communicated to you clearly during the checkout procedure.

All digital orders are processed immediately by our system and do not require a delivery cost. Print-edition orders are processed by the next business day after the order was made. Delivery times depend on the chosen shipping method and your location.

Payment methods are communicated to you during the checkout procedure and may cause additional fees (also clearly communicated to you before making the payment).

There are no other taxes or costs.

The goods remain our property until they have been paid in full.

General provisions

12. Usage rights for anybody

Some content on the publishers websites (such as deutsches-orient-institut.de) labeled as "Open Access publication" or accessible to anybody in full text. This content is subject to the Creative Commons-Licence BY-NC-ND 3.0, i.e. it may be downloaded, stored, printed and shared. If such content is forwarded to anybody, it has to be done with full citation – in particular including the following information:

- names of all authors;
- the publication of record: book title or journal and publication date;
- if possible, a link to the publishers website where the work was publicized

An Open Access publication must not be printed or republished for commercial purposes without the publisher's written agreement.

Open Access content must not be altered in any way.

Beyond open access content, visitors are welcomed to browse any purposefully accessible part of the webpage(s). Access to all other content is subject to the user purchasing a subscription or single content.

13. Copyright and unauthorized usage of content

All publications on the publishers websites are protected by German copyright laws. It is not allowed to change content in any way, except in those cases granted by § 62 German Urheberrechtsgesetz. In no way limited to, however in particular, it is not allowed to delete, to change or to suppress the following information:

- Authors' or editors' names,
- Copyright declarations or symbols,
- Logos, brand signs or other means of identification,

- Legal disclaimers or reservations.

It is not allowed to disseminate any of the publishers content in printed or electronic format – either offline or online. The only exception from this rule applies to "Open Access Publications" as defined in section 1 above. In particular, it is not allowed – also not for "Open Access Publications" – to disseminate copies of the content with commercial interests or implications or without including information to the publisher (citation / credit).

14. Accuracy of customer details

Customers are obliged to keep up to date and accurate all pieces of information that are required for full execution of these terms, such as IP addresses, e-mail addresses and, if applicable, invoicing and delivery addresses, and to inform the Publisher immediately of all changes. If a customer does not follow this obligation – especially with respect to authentication details – the Publisher may block access to the content.

15. Technical requirements and denying access

Customer shall be responsible for providing and maintaining all technical equipment necessary for accessing the platform, in particular, hardware, operating system, Internet connection and current browser software. Customer shall take the necessary steps to secure its systems and the customer shall, in particular, use the established security settings of the browser and up-to-date protective mechanisms to prevent malware.

a. Bandwith

Access to Orient-Online.com is provided through the internet. The Publisher does not accept responsibility for data provision and transfer beyond its own technical infrastructure. In particular, no responsibility is accepted for lines into customer premises, system breakdowns, and/or computer equipment at customer premises.

b. Required software

In order to use the website, standard, up-to-date web browser and PDF reader software is required. This software is not included in the subscription or purchase of single content.

c. Cookies

The usability and the functionality of the Database, as well as the monitoring designed to prevent unauthorized use, require that the devices used by the customer accept cookies as placed by the Publisher's systems, and that such cookies may not be modified during a session. The customer shall secure compliance with such requirements (in particular by respective settings in his browser). If customer is in breach of the above obligations for reasons he is responsible for, the Publisher shall not be liable for any malfunctions resulting therefrom. If the monitoring designed to prevent unauthorized use is impaired due to such a breach, the Publisher may request the customer to remedy such breach by setting a reasonable deadline. If customer does not timely remedy the breach, the Publisher has the right to suspend the customer's access to the Database until such breach has been remedied. Furthermore, the Publisher has the right to terminate the license agreement after setting an

additional reasonable deadline and customer is still in breach after expiration of such additional deadline.

d. Denying access

The Publisher reserves the right to deny access to Orient-Online if there is evidence that the customer and/or the users are using technology which is affecting the functionality or security of the platform and/or is restricting Publisher's ability to verify customer's and/or user's access rights, and/or is restricting Publisher's ability to assess compliance with the scope of the subscription, or Publisher's ability to prevent unauthorized use. In particular, the Publisher may deny access, if the platform is being accessed from an IP-address listed in a publicly available blacklist or if the customer/user is using browser software enabling the user to remain anonymous or preventing the Publisher from monitoring the usage of the Database (e.g. Tor-Browser). Prior to blocking customer's access to the platform, the Publisher will inform the customer of the intended blocking and grant customer a reasonable period of time to correct the problem; this shall not apply in exigent circumstances.

16. Data security

In order to fulfill its contractual obligations, the Publisher has to store a limited amount of personal data in machine readable formats. The customer is advised that the publisher will collect, process and utilize personal stock and user data in accordance with the publisher's data privacy statement details of which are set out in <https://www.orient-online.com/privacy-policy>

For more information see our privacy policy.

17. Right to make modifications to the website

The Publisher will use reasonable efforts to continuously adjust the website to changing requirements from time to time. Therefore, the Publisher reserves the right to adjust the system according to the technological state of art and to make improvements to the system, in particular to improve user-friendliness. The Publisher reserves the right to modify the content, provided such modifications are necessary for error correction, for updating and for supplementation, and/or are necessary due to optimised programming technologies, and/or are required due to licensing restrictions. If any such changes result in a material loss in value of the services subscribed by customer, then customer may either demand a reduction of the purchase price in proportion to the loss of value or terminate the licence agreement without notice. The right of termination may be exercised within four weeks from the occurrence of the change.

18. Downtime

The publisher cannot guarantee interruption-free access to the website. Routine system maintenance will be performed outside times of rush usage, if possible.

The Publisher will use reasonable efforts to achieve an average availability of the Database of 90% per calendar year. Metering point for determining the availability of the Database shall be the interface between the database system and the Internet. The availability shall be

determined in accordance with the following formula: Availability = (total time less total downtime) / total time * 100%.

In determining the total downtime, the following times will not be considered: a) downtime caused by malfunctions of the Internet or other circumstances for which the Publisher is not responsible, in particular an epidemic or pandemic (such as Covid-19) or force majeure; b) downtime caused by scheduled maintenance work in the database systems, which is regularly carried out daily between 6.00 and 8.00 a.m.; c) downtime caused by mandatory unscheduled maintenance work required to remove malfunctions; if possible, customer will be notified of any malfunction by a note on the website; d) downtime caused by temporary deficiencies in customer's technical infrastructure, such as malfunctions of the customer's hardware.

19. Claims in the event of defects

The Publisher shall repair any defects of the database system within a reasonable period of time. In that respect, the responsibility of the Publisher extends only to the network access point between Publisher's systems and the Internet, but not to the customer's systems and data transmission lines beyond that point. The Publisher will use the standard of care as customary in the publishing industry in selecting and updating the content. The completeness, accuracy and currentness of the content cannot, however, be warranted. The customer shall notify the Publisher of any defects, malfunctions or damage without undue delay. As long as availability of access does not fall below an average of 90% in any given month, temporary interruptions or limitations do not constitute insufficient performance.

20. Liability

Irrespective of the legal grounds of any claims, the liability of the Publisher shall be limited within the framework of applicable statutory law as set out in this section

a. The Publisher shall be liable without limitation for any damage to life, body or health as well as for any damage caused by intent or gross negligence on the part of the Publisher or any of its legal representatives or agents, as well as for any damage resulting from the noncompliance with a guarantee or guaranteed characteristics given by the Publisher, or on account of maliciously concealed defects.

b. For damages incurred as a result of a slightly negligent breach of material contractual obligations by the Publisher or any of its legal representatives or agents, the Publisher shall be liable only limited to the damage which is foreseeable and typical for the contract. Material contractual obligations are obligations whose fulfilment is essential for the achievement of the purpose of the agreement and on whose fulfilment can be normally relied on by the customer.

c. The liability of the Publisher for other cases of slightly negligent conduct is limited to an amount of EUR 5,000 per individual damage.

d. The non-fault liability of the Publisher for defects existing at the time of conclusion of the contract according to Sec. 536a, para. 1 sentence 1 German Civil Code is hereby excluded.

e. Any given liability under the German Product Liability Act shall remain unaffected.

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21. Place of performance and jurisdiction

a. The place of performance shall be Berlin, Germany. Likewise, the exclusive place of jurisdiction for any disputes arising from or in connection with contracts with entrepreneurs, legal entities under public law, or special assets under public law, shall be Berlin, Germany.

b. German law shall apply exclusively to any disputes arising out of or in connection with the license agreements and the present General Terms and Conditions and/or the use of the Database and the Email Services, regardless of the legal grounds, to the exclusion of any conflict of law provisions which refer to a different jurisdiction. The UN Convention on Contracts for the International Sale of Goods shall not apply.

Closing provisions

Should any of the provisions herein prove ineffective, this shall not affect the validity of the remaining terms and conditions.

The publisher reserves the right to make changes to these Terms & Conditions. Current customers will be notified after changes.

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