

General Terms and Conditions of ecomed-Storck GmbH

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0. Table of contents

	Page
General Terms and Conditions of ecomed-Storck GmbH	
1. Area of application	1
2. Contract conclusion	2
3. Payment terms, offsetting, right of retention	2
4. Delivery and shipping costs	3
5. Right of cancellation	3
6. Right to inspect bound works, loose-leaf works and basic versions of CD/DVD-ROM software	5
7. Update service for loose-leaf works and CD/DVD-ROM products	5
8. Cancellations	6
9. Warranty, liability	6
10. Retention of title	6
11. Dispute resolution for consumers and EU platform for out-of-court dispute resolution	7
12. Product features	7
13. Data protection	7
14. Final provisions	7
15. Supplier details	8
General Terms and Conditions of ecomed-Storck GmbH for Online Databases	
1. Area of application	9
2. Contract conclusion	9
3. Commencement of right of use (activation), the Customer's obligations	9
4. Availability of the online database, contents	9
5. Test phase	9
6. Rights	9
7. Storage of own data	10
8. Invoicing, consequences of default	10
9. Term and termination of the Contract	10

1. Scope of application

1.1 These General Terms and Conditions (T&C), in the version applicable on the date of the order, apply for all contracts for goods, supplies and other services (hereinafter the "Products" or "Product") between ecomed-Storck GmbH and all its brands (hereinafter the "Publisher") and consumers and businesses (hereinafter the "Customer"). The Publisher includes the brands ecomed MEDIZIN, ecomed SICHERHEIT and Storck Verlag Hamburg, among others.

Supplementary agreements must be made in text form. The Publisher does not agree to the application of the Customer's General Terms and Conditions.

1.2 Special provisions also apply

- for ordering CD/DVD-ROM products, see: <https://www.ecomed-storck.de/lizenzbestimmungen/>

- for subscriptions to online databases, see: General Terms and Conditions for ecomed-Storck GmbH Online Databases (see page 8)

- for booking seminars and events, see: <https://www.ecomed-storck.de/agb-veranstaltungen/>

Where these special provisions differ from these T&C, the relevant special provisions take priority.

1.3 In accordance with these T&C, special provisions sometimes apply for "consumers" as defined in Section 13 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). In any case, the Customer is not a consumer if it concludes the contract in the course of its commercial or independent professional activity.

1.4 General reporting obligation

- The Customer's order will be processed by Verlagsgruppe Hüthig Jehle Rehm GmbH in the name and on behalf of ecomed-Storck GmbH. ecomed-Storck GmbH has commissioned Verlagsgruppe Hüthig Jehle Rehm GmbH to deliver the order to the Customer and to issue the corresponding invoice to the Customer. Cancellation by the Customer is subject to Section 5 of these T&C.
- Descriptions of the Products in the online shop are provided for each Product.
- The Customer can find the Publisher's name and address in Section 15 of these T&C.

- The total price is provided to the Customer directly during the order process based on the selected order, including all taxes and duties on the Products.
- The Customer can obtain the payment terms and the terms and conditions of delivery and service from each selected product directly during the order process.
- The Customer can find information on the statutory warranty rights provided in Section 9.1 of these T&C.
 - Information on the term, the minimum duration of the obligation and the terms and conditions of cancellation or automatic subscription renewal is provided for the Customer for each Product selected.
 - The Customer can find the terms and conditions, deadlines and information on the process of exercising its cancellation right in accordance with Section 355 (1) BGB and the sample cancellation form in Section 5 of these T&C.
 - Information on ordering e-books is provided to the Customer during the order process. The Customer has no cancellation right for e-books. The Customer is informed of this during the order process.
 - The Customer can find further information and instructions for digital products (e.g. downloads, data formats, payment types) in the FAQs at <https://www.ecomed-storck.de/en/faq/>
 - Our shop bears the quality seal "EHI Geprüfter Online-Shop" ("EHI-certified online shop"). To maintain this certification, EHI Retail Institute GmbH regularly checks whether we are meeting the criteria of the EHI code of conduct. You can view the code of conduct at <https://ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien/>

2. Contract conclusion

2.1 In the case of a German website, the contract is concluded solely in German. If there is also an English website, the Supplier also provides a no-obligation translation tool in English. The range on the online shop is predominantly aimed at customers from the European Union.

Transmission errors

2.2 Orders can generally be placed by telephone, in writing, by email, by fax or via the online shop. The Publisher accepts no liability for transmission errors. The contract for the Product selected by the Customer is only concluded if the Publisher accepts the Customer's order by way of an order confirmation or by delivering the Product within five days. If the Product is now out of stock, out of print or unavailable, the Customer will be informed that it is no longer available.

2.3 The presentation of the Products in the online shop does not constitute a binding legal offer but a non-binding online catalogue only. By clicking the "Pay and Order" button, the Customer places a binding order for the Products in the shopping basket. Confirmation of receipt of the order is sent immediately after the order is sent and does not constitute acceptance of the contract. The Publisher can accept the order by sending an order confirmation by email or by delivering the Product within five days.

2.4 A description of the order process in the online shop can be found at <https://www.ecomed-storck.de/bestellen/>.

2.5 The Publisher stores the text of the contract and sends the Customer the order details by email. These T&C can be found at <https://www.ecomed-storck.de/terms-and-conditions/>. For security reasons, order details are no longer available online.

2.6 If the Publisher does not do business with the Customer on a regular basis or if the Customer no longer has an account with the Publisher, the Publisher has the right to supply the Customer against advance payment or only after a direct debit mandate has been given. The same applies in the event of repeated and/or constant payment default.

2.7 The Customer is obliged to immediately check orders and invoices for obvious spelling errors or miscalculations and order confirmations for whether they differ from the order, and to immediately notify the Publisher of any discrepancies.

2.8 In the event of purchase on a trial basis or subject to inspection (Section 454 BGB) in accordance with Section 6 of these T&C (right to inspect) in the case of bound works, loose-leaf works and basic versions of CD/DVD-ROM software, non-acceptance must be declared within 4 weeks of ordering. Basic versions of CD-/DVD-ROM software are supplied with an "activation key" in a sealed envelope. It is not necessary to open the sealed envelope to use the basic software version in trial mode in accordance with the right to inspect granted in Section 6 of these T&C. Opening the sealed envelope constitutes acceptance and results in a purchase obligation. Section 6 of these T&C otherwise applies.

3. Payment terms, offsetting, right of retention

3.1 Prices are end prices in euros [D]. They include the statutory VAT. Payments for e-books and downloads are made by PayPal, credit card, Giropay and Sofortüberweisung only; all other Products can be paid for in advance, by direct debit or by invoice. The credit card account is debited when the order is completed. When paying by direct debit, the account is debited when the goods leave the warehouse. The pre-notification period under the basic SEPA direct debit scheme has been reduced to one day.

Credit card payments on the website are processed by: HUELLEMANN & STRAUSS ONLINESERVICES S.à r.l.. 1, Place du Marché. L-6755 Grevenmacher. R.C.S. Luxembourg B 144133. Email: info@hso-services.com; Managing Directors: Dipl. Vw. Mirko Hüllemann; Heiko Strauß

3.2 The invoice amount is payable within 30 days of receipt of the invoice, at the latest upon receipt of the goods, unless another due date is stated on the invoice. In the case of the cancellation right for consumers in accordance with Section 5 of these T&C

and/or a right to inspect in accordance with Section 6 of these T&C, the invoice amount is due by the specified date. Payments must be made in full to the one of the accounts stated on then invoice.

3.3 The Customer only has a right of set-off if its counterclaims have been established by law or expressly acknowledged by the Publisher in writing. The Customer is only authorised to exercise a right of retention if its counterclaims arise from the same contractual relationship.

3.4 A description of the payments types and their availability in the online shop can be found at <https://www.ecomed-storck.de/zahlungsarten/>.

3.5 The Publisher shares the Customer's personal details (name, address) with EURO-PRO Gesellschaft für Data Processing mbH, Lindenhof 1 – 3, 61279 Grävenwiesbach (hereinafter "EURO-PRO") for the purpose of a credit check for the establishment and execution of the contracts stated in Section 2, declaring its legitimate interest. Using the details provided, including the address, EURO-PRO calculates a probability value in order to assess creditworthiness. EURO-PRO then provides the Publisher with appropriate information that can be used as the basis for a decision on whether to conclude a contract. EURO-PRO does not give any data regarding the enquiry or the result to third parties. The Customer has the right to request the personal data concerning it that EURO-PRO is storing. The Data Protection Officer is happy to answer any questions regarding data protection and data security at EURO-PRO. Please contact in writing: EURO-PRO Gesellschaft für Data Processing mbH, "Data Protection", Lindenhof 1-3, D-61279 Grävenwiesbach, Contact: datenschutz@europro.de.

4. Delivery and shipping costs

4.1 The goods ordered will be delivered to the delivery address provided by the Customer. Deliveries are made at the Customer's risk, unless the Customer is a consumer.

4.2 All deliveries are made at the Customer's expense. When a purchase is made via the online shop, no shipping costs are charged within Germany. This does not include deliveries of updates and magazine subscriptions. International shipping costs are charged at a fixed rate of €8.00 [D] for standard shipping and are displayed in the shopping basket. International delivery times are between one and four weeks, depending on shipment and country of destination. If you require express shipping, Customer Service at kundenservice@ecomed-storck.de can provide the appropriate information.

In the case of deliveries of updates within and outside Germany, shipping costs of a maximum of €8.00 are charged in addition to the prices listed.

In the case of magazine subscriptions, the shipping costs are already included in the final price.

4.3 In the case of deliveries to non-EU countries, additional customs duties, taxes and fees are charged. You can find further information on customs duties at

https://ec.europa.eu/taxation_customs/business/calculation-customs-duties/what-is-common-customs-tariff/taric_de

and on import sales tax at

<http://auskunft.ezt-online.de/ezto/Welcome.do>

and specifically for Switzerland at <http://xtares.admin.ch/tares/login/loginFormFiller.do>.

4.4 An overview of shipping costs can be found at <https://www.ecomed-storck.de/preise-und-versandkosten/>.

4.5 An overview of delivery times can be found at <https://www.ecomed-storck.de/lieferung-und-versand/>.

5. Right of cancellation

The Consumer has the following statutory cancellation right for goods (books, loose-leaf works):

Cancellation policy

Right of cancellation

You have the right to revoke this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the day on which you or a third party nominated by you, who is not the carrier, took or takes possession of the initial goods. To exercise your right of cancellation, you must inform us at

Verlagsgruppe Hüthig Jehle Rehm GmbH

Customer Service - Reference ecomed-Storck GmbH

Hultschiner Str. 8

81677 Munich

Fax: +49 (0) 89 – 21 83-76 20

Email: kundenservice@ecomed-storck.de

of your decision to revoke this contract by way of a clear declaration (e.g. in a letter sent by post, fax or email). You may use the attached sample cancellation form to do so, although this is not mandatory. To meet the cancellation deadline, it is sufficient to notify us that you intend to exercise your cancellation right before the cancellation deadline passes.

Consequences of cancellation

If you revoke this contract, we will refund all payments that we have received from you, including delivery costs (except for the additional costs resulting from your having chosen a different type of delivery from the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the date on which we received notification that you were revoking this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless otherwise explicitly agreed with you; you will not be charged fees due to this refund under any circumstances. We can refuse to give you the refund until we have received the goods back or you have provided proof that you have sent the goods back, whichever is earlier. You must send back or deliver the goods to

VSB-Verlagsservice Braunschweig GmbH
Returns department
Schwartzkopffstr. 6
38126 Braunschweig

without undue delay or, in any case, within fourteen days from the date on which you inform us that you are revoking this contract at the latest. The deadline is met if you send the goods before the fourteen-day deadline passes. You must bear the direct costs of returning the goods. You only have to pay for any diminished value of the goods if such a loss in value is due to handling of the goods that was not necessary in order to check the quality, features and functioning of the goods.

The consumer has the following statutory cancellation right for digital products (e.g. databases) and services (e.g. events, seminars)

Cancellation policy

Right of cancellation

You have the right to revoke this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the date on which the contract is concluded. To exercise your right of cancellation, you must inform us at

Verlagsgruppe Hüthig Jehle Rehm GmbH
Customer Service - Reference ecomed-Storck GmbH
Hultschiner Str. 8
81677 Munich
Fax: +49 (0) 89 – 21 83-76 20
Email: kundenservice@ecomед-storck.de

of your decision to revoke this contract by way of a clear declaration (e.g. in a letter sent by post, fax or email). You may use the attached sample cancellation form to do so, although this is not mandatory. To meet the cancellation deadline, it is sufficient to notify us that you intend to exercise your cancellation right before the cancellation deadline passes.

Consequences of cancellation

If you revoke this contract, we will refund all payments that we have received from you, including delivery costs (except for the additional costs resulting from your having chosen a different type of delivery from the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the date on which we received notification that you were revoking this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless otherwise explicitly agreed with you; you will not be charged fees due to this refund under any circumstances. If you have requested services to start during the cancellation period, you must pay us an amount appropriate to the proportion of services already carried out by the date on which you informed us that you were exercising your right to revoke this contract relative to the total volume of services provided for in the contract.

Sample: Cancellation form for consumers.

This is the statutory sample text found as Annex 2 of Article 246a, Section 1 (2), Clause 1, No. 1 of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch, EGBGB):

Cancellation form

(If you wish to revoke the contract, please fill in this form and send it back to us.)

- To Verlagsgruppe Hühlig Jehle Rehm GmbH, Customer Service - Reference ecomed-Storck GmbH, Hultschiner Str. 8, 81677 Munich
Fax: +49 (0) 89 – 21 83-76 20

- I/we (*) hereby revoke the contract I/we (*) have concluded to purchase the following goods (*)/receive the following service (*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of the consumer(s) (only for written communication)
- Date

(*) Delete as appropriate.

A cancellation right is not granted for distance selling contracts

- for the supply of goods that are produced according to **customer specifications** or
- clearly tailored to **personal requirements** or
- that **cannot be returned** due to the nature of the goods or
- that can **perish quickly** or
- whose **expiry date has passed**,
- for the supply of **audio or video recordings or software** when the data storage devices supplied have been **opened** by the consumer or
- for the supply of **newspapers, magazines and illustrated magazines** with the exception of subscription contracts.

6. Right to inspect bound works, loose-leaf works and basic versions of CD/DVD-ROM software

6.1 Contracts with the right to inspect granted in Section 7 are concluded in accordance with Sections 2 et seqq., particularly Section 2.7.

6.2 The Publisher grants the consumer (a customer in accordance with Section 13 BGB) an additional right to inspect with an inspection period of two weeks for bound works, loose-leaf works and basic versions of CD/DVD-ROM software only, irrespective of the statutory 14-day cancellation period. The inspection period begins following expiry of the statutory cancellation deadline specified in Section 5 of these T&C. The Customer must bear the shipping costs stated in Section 4.2 and 4.3 under all circumstances. The right to inspect granted here does not restrict the statutory rights and, therefore, the consumer's cancellation right in accordance with Section 5 of these General Terms and Conditions either.

6.3 The Publisher grants the business (a customer in accordance with Section 14 BGB) an additional right to inspect with an inspection period of two weeks for bound works, loose-leaf works and basic versions of CD/DVD-ROM software only, irrespective of the voluntary 14-day cancellation period. The inspection period begins following expiry of the voluntary cancellation deadline specified in Section 5 of these T&C. The business must bear the shipping costs, the transportation risk and the risk of any returns.

6.4 The Customer is entitled to send the bound works, the loose-leaf works or the basic version of the CD/DVD-ROM software back within the inspection period without giving reasons. To meet this deadline, it is sufficient that the goods are sent back on time (date of the postmark) to VSB-Verlagsservice Braunschweig GmbH, Returns department, Schwartzkopffstr. 6, 38126 Braunschweig.

6.5 For clarification: Software downloads and e-books are deemed goods that cannot be supplied subject to inspection and sent back due to their nature. Therefore, it is not possible to exchange or return software downloads either.

7. Update service for loose-leaf works and CD/DVD-ROM products

7.1 Loose-leaf works and CD/DVD-ROM products (software/databases) are updated until the date of the delivery. So that loose-leaf works and CD/DVD-ROM products remain constantly up-to-date, the Customer is automatically included in the update service provided for the relevant goods, unless it has explicitly not ordered the loose-leaf works or the software program on a subscription service.

7.2 The scope, price and frequency of release of updates vary from product to product. Generally, the frequency of release is based on developments in legislation, case law and the latest developments in the subject matter handled by the relevant product.

8. Cancellations

8.1 Unless explicitly stipulated otherwise when providing the subscription price, the update service can be cancelled in writing at any time with effect from the update following cancellation. The Customer is obliged to accept updates that have already been supplied or sent out before notice of cancellation was received.

8.2 The cancellation deadlines stated in the legal notice for the relevant magazine apply for cancelling subscriptions to magazines. If notice of cancellation is not received on time, any existing subscriptions will be renewed automatically.

8.3 Notice of cancellation must be given in writing. Non-acceptance of services is not deemed notice of cancellation. Whether or not notice of cancellation is on time is based on when the other contracting party receives it. **Notices of cancellation to the Publisher must be addressed to: ecomed-Storck GmbH, Customer Service, Hultschiner Str. 8, 81677 Munich.**

9. Warranty, liability

9.1 The statutory warranty period applies, provided that the Customer is a consumer.

9.2 The warranty period is 2 years from delivery of the goods for contracts with consumers in accordance with Section 13 BGB (a consumer is any natural person who enters into a legal transaction for purposes that cannot predominantly be attributed to either their commercial or independent professional activity, i.e. the order cannot be attributed to either the Customer's commercial or independent professional activity).

The warranty period is limited to one year for orders by customers that are businesses in accordance with Section 14 BGB.

9.3 Liability for software defects is based on the legal regulations regarding liability for material defects. In this regard, it is taken into account that proper functioning of the software cannot be achieved under all usage conditions. Therefore, liability for defects is excluded if the software is used on a system that does not meet the minimum requirements stated on the packaging or in the documentation, unless the Customer proves that the defect would also have occurred if the software had been used on a system that meets these minimum requirements. The remedy required as part of statutory liability for material defects can also be provided by the Publisher by supplying the Customer with a program that contains a workaround for the defect through the use of appropriate programming techniques (patch).

9.4 The Publisher accepts liability for damage caused by intent or gross negligence, for damage resulting from culpable loss of life, physical injury or damage to health, and for damage due to breach of an obligation that is of crucial importance to the achievement of the purpose of the contract (fundamental contractual obligation) caused by ordinary negligence as a minimum. This also applies for the Publisher's representatives and agents. The obligation to pay damages is limited to the foreseeable damage that typically occurs, except for in the case of liability for intent and gross negligence and liability in the event of culpable loss of life, physical injury or damage to health. Damages claims against the Publisher are otherwise excluded, regardless of their legal basis. Liability in accordance with the German Product Liability Act (Produkthaftungsgesetz), on the grounds of fraud or on the grounds of a warranty - except for warranty liability in accordance with Section 536a (1) BGB, which is excluded - remains unaffected.

9.5 Technical data and specifications do not constitute a guarantee. A warranty is only provided if the Publisher has explicitly declared or confirmed in writing that it is providing a warranty.

10. Retention of title

10.1 In the case of contracts with consumers, the Publisher retains ownership of the Product until the purchase price has been paid in full. In the case of contracts with businesses in accordance with Section 14 BGB, the Publisher retains ownership of the Product until all claims arising from the ongoing business relationship with the Customer have been satisfied in full.

10.2 The Products supplied cannot be pledged or transferred as security until they have been paid for in full or until the bills of exchange or cheques given have been drawn or cashed.

10.3 The business customer is entitled to resell the Products in the ordinary course of business. It hereby assigns all claims that it accrues against third parties from such resale to the Publisher up to the amount of the invoice. The Publisher accepts this assignment. After assignment, the Customer is entitled to recover the amounts owed. However, the Publisher reserves the right to recover the amounts owed itself if the Customer fails to fulfil its payment obligations properly and falls into arrears.

10.4 The Publisher will automatically release the items supplied and the assigned claims to the extent that the Publisher no longer has a security interest. This is the case when the realisable value of the securities permanently exceeds the claims secured by more than 10%. The Publisher is free to choose which securities are released.

11. Dispute resolution for consumers and EU platform for out-of-court dispute resolution

11.1 The Publisher is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board, unless it has a legal duty to do so.

11.2 At <https://ec.europa.eu/consumers/odr/>, the European Commission provides a platform for out-of-court online dispute resolution (what is known as the ODR platform).

12. Product features

Trademarks, company logos, other features or proprietary notices, copyright notices, serial numbers and other characteristics enabling the Publisher's products to be identified cannot be removed or altered.

13. Data protection

13.1 Data is processed in accordance with the applicable provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz) and the European General Data Protection Regulation (GDPR). ecomed-Storck GmbH collects, processes and uses the Customer's personal data. Further information on data processing and data protection can be found in ecomed-Storck GmbH's privacy policy, which can be viewed at <https://www.ecomed-storck.de/privacy-policy/>.

13.2 If and when the Customer provides the personal data (e.g. personalised email address, postal address) of one or more users (in the case of online databases) or recipients (in the case of printed publications and CD/DVD-ROM products) in an order to obtain the quantity of means of access (licences) ordered or to arrange for the printed publication or the CD/DVD-ROM sent directly to the recipient, it becomes the initiator of a data processing operation in accordance with Article 28(3) GDPR. In this respect, the Customer hereby expressly declares that it is willing to conclude the Data Processing Agreement in accordance with Article 28(3) GDPR (Vereinbarung über Auftragsverarbeitung nach Art. 28 Abs. 3 DS-GVO) accessible via <https://www.ecomed-storck.de/av> in addition to these T&C. When the Customer makes its declaration of agreement with these T&C, this agreement will also become part of the contractual relationship between the Parties. With regard to the users of online databases, the Customer shall ensure that all these users are obliged to comply with the T&C and it indemnifies the Publisher against claims in this respect.

14. Final provisions

14.1 The Publisher reserves the right to amend these T&C. The Customer will be notified of changes to the terms of use in text form four weeks before they take effect. A link to the web address at which the latest version can be accessed is sufficient in this regard. If objections to the changes are not raised within one month receipt of notification, the changes will be deemed to have been accepted. If objections are raised by this deadline, the contract will remain in force, unchanged.

14.2 German law exclusively applies to these T&C and the relationship between the Customer and the Publisher. For consumers, this choice of law only applies insofar as it is not restricted by the mandatory legal provisions of the country in which the consumer is domiciled or habitually resident. The UN Convention on Contracts for the International Sale of Goods is excluded. Supplementary agreements and contract amendments must be made in text form. In business dealings with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal action is the Publisher's registered office. Unless the Publisher enforces its claims through a dunning procedure, the place of jurisdiction for non-merchants is based on where they are domiciled. The place of performance is Heidelberg.

14.3 Even if certain parts of the contract are legally invalid, the other parts will remain binding. The statutory provisions will replace the invalid parts, if present. However, if this would constitute an undue hardship for a contracting party, the contract will be rendered invalid in its entirety. The same applies to filling any loopholes in this contract.

15. Supplier details

ecomед-Storck GmbH
Justus-von-Liebig-Straße 1
86899 Landsberg am Lech
GERMANY

Registered office: Landsberg am Lech
Registered with the district court (Amtsgericht) of Augsburg
under HRB 29023
VAT ID No.: DE298130843

Managing Directors: Udo Graf, Dr Karl Ulrich
Telephone +49 (0) 81 91 - 125 – 295
Available during ordinary working hours
Monday - Friday 9 am - 4 pm

Fax +49 (0) 81 91 - 125 - 526
Email info@ecomед-storck.de
Internet www.ecomed-storck.de

General Terms and Conditions for ecomed-Storck GmbH Online Databases

Last updated: 1 December 2018

1. Scope of application

These Terms and Conditions, in the version applicable on the date of the order, apply for agreements on the use of the Publisher's online databases (hereinafter the "Online Database") between ecomed-Storck GmbH (hereinafter the "Publisher") and the Online Database customer (hereinafter the "Customer"). No deviating provisions apply, particularly not any of the Customer's General Terms and Conditions, if and when they deviate from these Terms and Conditions. In addition to these Special Terms and Conditions for Online Databases, the General Terms and Conditions of ecomed-Storck GmbH also apply.

2. Contract conclusion

2.1 The presentation of the Products in the online shop does not constitute a binding legal offer but a non-binding online catalogue only. By clicking the "Pay and Order" button, the Customer places a binding order for the specified number of users/licences for the Online Databases in the shopping basket. Confirmation of receipt of the order is sent immediately after the order is sent and does not constitute acceptance of the contract. The Publisher can accept the order by sending an order confirmation by email or by providing a download code/login details within five days.

2.2 The Publisher stores the text of the contract and sends the Customer the order details by email. These T&C can be found at <https://www.ecomed-storck.de/terms-and-conditions/>. For security reasons, order details are no longer available online.

3. Commencement of right of use (activation), the Customer's obligations

3.1 The right of use commences as soon as the Publisher has granted the relevant user access to the Online Database by providing the login details (activation).

3.2 The Customer is granted the right of use for the contractually agreed number of Users for their own use only.

3.3 The Customer is obliged to meet the technical requirements for access to the Online Database (providing and setting up hardware, operating system software, an Internet connection, the latest browser software, etc.). If the software or other technical components used to operate the Online Database are modified or updated, the Customer is responsible for making any necessary changes to the hardware and software it uses.

3.4 The Customer is obliged to take the precautions necessary to safeguard its system and its data. In particular, this includes backing up all data on a regular basis and using up-to-date security software to protect against computer viruses.

3.5 The Customer is obliged to keep the login details provided by the Publisher confidential. It is not authorised to share them with third parties or to use them beyond the agreed scope of use.

4. Availability of the online database, contents

4.1 From time to time, access to the Online Database may be restricted for technical reasons, such as in the event of data updates or maintenance work. The Publisher endeavours to minimise such downtime.

4.2 The contents of the Online Database are determined by the Publisher. When selecting and updating the data, the Publisher takes the usual care expected of a publisher and endeavours to update and add content on a regular basis. It does not accept liability for whether the data is correct and complete.

5. Test phase

The Customer is allowed a test phase, free of charge, which it can only use once per database. During the test phase, the Customer can terminate the contract without notice. The test phase begins upon receipt of the login details and ends after four weeks, unless a different period of time is agreed.

When login details are provided automatically, the Publisher reserves the right to block access if it discovers that the Customer has already had a trial. The Customer will be informed by email that its access has been blocked.

6. Rights

6.1 The Publisher grants the Customer, and every user, an ordinary, non-exclusive, non-transferable right to use the Online Database as contractually agreed, limited to the term of the contract.

6.2 The Customer or user has the right to access the Online Database, to search the Database and to use the data accessed for its own use. This includes the right to save and print out the search results and documents accessed for its own subsequent research. Any further use is prohibited, particular copying data on other data storage devices for other purposes or using data to make multiple copies, to make systematic collections or for commercial use.

6.3 The Customer or user acknowledges that the Online Database is both a protectable data set in accordance with Section 4 (2), Clause 1 of the German Copyright Act (Urhebergesetz, UrhG) and a protectable data set in accordance with Section 87a (1) UrhG. The Customer or user also acknowledges that the Publisher is the “producer” of the Online Database in accordance with Section 87a (2) UrhG. The computer programs necessary to use the Online Database are covered by the protection of Sections 69a et seqq. UrhG, unless they are already protected by regulations on data sets or databases. The Publisher holds the rights to all other parts of the databases, particularly rights of use and ancillary copyright for their contents.

7. Storage of own data

When using Online Database products, a wide variety of data, internal notes or searches by the Customer or user in the course of use and within the bounds of research possibilities are stored. At the end of each session, it is entirely the Customer’s or the user’s responsibility to fully delete any entries, to sign out properly and, in particular, to meet all necessary internal operating requirements in accordance with the German Federal Data Protection Act and the European General Data Protection Regulation, as well as to maintain these and keep them up-to-date.

The Publisher’s database products are not intended to be used to store personal data such as electronic personnel records, for example; under some circumstances, the Publisher may use subcontractors to physically store database contents. The Publisher is expressly opposed to use by the Customer or user that is in breach of the applicable data protection law. The Publisher expressly advises the Customer or user that it is solely the responsibility of the Customer or user to refrain from storing personal data. The Customer or user releases the Publisher from its original obligations from the German Federal Data Protection Act and GDPR in the event of any breaches of its aforementioned obligations.

You can find detailed information on data protection and reporting obligations at <https://www.ecomed-storck.de/privacy-policy/>.

8. Invoicing, consequences of default

8.1 Costs for use of the Online Database are incurred from the date of activation in accordance with the applicable prices including the statutory VAT.

8.2 If the invoice due is not paid, even after two reminders, the Publisher will have the right to block access to the Online Database altogether and/or the end the user agreement by way of extraordinary termination. The legal consequences of payment default, particularly the right to charge default interest, remain unaffected.

9. Term and termination of the Contract

9.1 The Contract is concluded for a period of 12 months. The Contract will automatically be renewed for a further 12 months unless it is terminated in writing 6 weeks prior to the end of the relevant period.

Notice of termination must be given in writing to:

Verlagsgruppe Hüthig Jehle Rehm GmbH
Customer Service - Reference ecomed-Storck GmbH
Hultschiner Str. 8
81677 Munich
GERMANY

Fax: +49 (0) 89 – 21 83-76 20

Email: kundenservice@ecomед-storck.de

9.2 The right to extraordinary termination remains unaffected. In particular, in the event that the Publisher ceases to operate the Online Database, it will have the right to extraordinary termination with three months’ notice to the end of the month. In this case, the Customer will be refunded a proportion of the fee already paid.

9.3 When the Contract ends, the right of use will expire altogether, the Customer’s access to the Online Database, or that of each individual user, will be blocked and their (respective) user names will be deleted.