

General Licensing Conditions for Digital Content

Preamble

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liable for any damage caused to the Licensee by misuse or loss of their access data (especially IP address or user name/password).

4.5 The Licensee is obliged to take all appropriate and suitable technical and legal steps to prevent use in contravention of the agreement or in excess of the rights granted, misuse and other disruptions and to prevent any repetition of such incidents. The Licensee is in addition obliged to inform EVA without delay and in detail of all such incidents and to furnish EVA with all the data and documentation relevant to the analysis and removal of such incidents.

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4.8 The Licensee is obliged to compensate EVA for all damage caused by illicit or careless use by Approved Users or by third parties which gain unauthorised access to the Contents via the Licensee's network and which the Licensee could have prevented by fulfilling their obligations under sect. 4.5.

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terminate the agreement remains unaffected by this.

5.3 The Licensee can only set off such counter-claims as have been established by the courts, are uncontested or have been recognised by EVA.

6 Disruption of Service, Guarantee

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6.2 The Licensee is obliged to report any substantive or legal defects to EVA in writing without delay, to give an exact description of any such defect and to provide all information and documentation required to remedy the defect. In the event of such defects, the Licensee must first grant EVA an appropriate time-period for fulfilling their obligations. The Licensee is not entitled to require that unsubstantial substantive or legal defects be remedied. Technical problems which are outside the sphere of influence of EVA (such as functional disruptions to the public transmission lines) do not constitute a defect.

6.3 If the Licensee is not a consumer within the meaning of Section 13 of the German Civil Code, the period of limitation for substantive and legal defects – except in the case of intent - is one year from the beginning of the statutory period of limitation. For consumers, the statutory regulations governing limitation apply.

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7.1 The Licensee's claims for damages and reimbursement of expenditures (hereinafter: "damages claims") - regardless of their legal basis, in particular due to a breach of duties arising from the contractual relationship on our part, by our legal representatives, employees or vicarious agents or due to tort - are excluded.

7.2 The above exclusion of liability does not apply to liability arising from the

breach of material contractual duties ("cardinal duties"). If the breach of the cardinal duties was merely due to slight negligence, however, the amount of our liability will be limited to the typical foreseeable damage.

7.3 The above limitations of liability pursuant to sect. 7.1 and 7.2 will not apply to cases of liability pursuant to the German Product Liability Act, of intent or gross negligence, liability for damage resulting from injury to life, limb or health, the assumption of a guarantee by us.

7.4 To the extent that our liability is restricted or excluded by the above provisions, this will also apply to our legal representatives, employees and vicarious agents.

7.5 The above provisions are not linked to a change in the burden of proof to the detriment of the Licensee.

7.6 Any statutory liability privileges to our advantage, e.g. pursuant to §§ 7-10 of the German Telemedia Act (TMG) remain unaffected.

7.7 The Licensee's damages claims will be statute barred upon expiration of the statutory warranty periods, which commence as provided by statute.

7.8 EVA will exercise the normal care and diligence customary for its field of activity to compile, process and present the contents made available via the website in line with the current state of knowledge. Despite due care being exercised in collecting, processing, checking and correcting contents, errors cannot be excluded. As far as is compatible with product liability legislation, in particular with the (German) Product Liability Law, EVA therefore assumes no guarantee or liability for the substantive accuracy or completeness of these contents and for damage incurred by the Licensee or the Approved Users as a direct or indirect result of using the contents (in whole or in part) – except in the case of intent.

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8 Duration of Licence, Termination, Access after Termination

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8.3 To be valid, Licensee's notice of termination of the agreement must be given in the form of a text. The notice of termination is to be sent by letter to Evangelische Verlagsanstalt, Vertrieb, Blumenstraße 76, 04155 Leipzig, Germany or by fax to + 49 (0) 341-71141-50 or by e-Mail to vertrieb@eva-leipzig.de. In case of Theologische Literaturzeitung or Praxis Gemeindepädagogik to Evangelisches Medienhaus, Abo-Service, Blumenstraße 76, 04155 Leipzig, Germany or by fax to +49 (0)341-71141-50 or by e-Mail to aboservice@emh-leipzig.de.

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In such cases, all the Licensee's rights and obligations under these Licence Conditions apply. All other offerings (rental option, enduser offering) are explicitly excluded from this regulation. This means especially the subscriptions of the journals Theologische Literaturzeitung and Praxis Gemeindepädagogik. Their accesses to digital content will be cancelled after three months of cancellation date which is end of calendar year, so access is cancelled to end of March of the following year.

9 Miscellaneous Provisions

9.1 EVA processes the Licensee's data electronically. For this, legal data protection regulations will be observed. Regarding personal data, attention is drawn to the Data Protection Statement.

9.2 The use of the website can involve the placing of cookies to check that access is authorised and to ensure smooth running of the service. If settings in the browser software used by the Licensee or the Approved Users do not permit the use of cookies, registration and use of the service may not be possible or may be subjected to severe restrictions. In such cases, EVA does not assume any liability or guarantee.

9.3 EVA's website contains links to third-party websites. EVA cannot constantly check these sites or influence their contents. EVA does not assume responsibility for these sites or for their technical quality or the quality of their contents

10 Closing Provisions

10.1 This Agreement is subject to the law of the Federal Republic of Germany, with the exception of the United Nations Convention on contracts for the International Sale of Goods. The German text of this Agreement shall form the basis for the settlement of any disputes arising from this Agreement.

10.2 If the client is a merchant, a corporate body under public law, constitutes special assets governed by public law or is without domestic legal domicile, the exclusive competent court of jurisdiction for all disputes arising out of or in connection with these licence conditions is Leipzig.

10.3 Should individual provisions of these conditions or of the Licence Agreement be or become null or void or if there is an omission in the Agreement, the validity of the remaining provisions remains unaffected.

Instead of the null or void provision, that effective provision is regarded as agreed which approximates most closely in actual, legal and economic terms to the purpose of the non-effective provision and of the agreement as a whole. This applies correspondingly in the event of an omission in the agreement.

Leipzig, September 2014