

## Terms of Use

### 1. Subject of terms

- 1) Subject of these terms of use is the legal relationship between Der Greif e.V. (Atelierstr. 18, 81671 München, Germany) (hereinafter "Der Greif") and the customer/user (hereinafter "Customer") of the platform and services available under "dergreif-online.de", "dergreif.org" and subsites and in particular shall apply to the use of the Online Shop at "shop.dergreif-online.de" ("Online-Shop"), as well as to the purchase contracts concluded at the Online Shop and to all related services provided by Der Greif.
- 2) Any Customer terms (and conditions) regarding this legal relationship are hereby expressly invalidated. Any differing, conflicting or additional terms and conditions of the Customer shall not become part of the contract - even upon knowledge thereof by Der Greif - unless Der Greif has expressly authorized their validity in writing.

### 1. Subject matter and services

- 1) Der Greif is an online publication platform for proprietary content and content of third parties. Furthermore, Der Greif distributes and sells both digital and printed artworks.
- 2) The content and scope of the platform and services provided by Der Greif are governed by these terms and/or defined by the features available via the platform. The range of features related to the contractual relationship with Der Greif is described in detail in the service description (on the website or in respective written offers) and depends on the Customer's respective selection of services offered via the Der Greif websites.
- 3) In the Online Shop, Der Greif offers inter alia books, journals, magazines, and electronic journals for sale. The specific items and prices or subscription terms can be gathered from the details provided in each case at the Online Shop.

### 2. Online Shop

- 1) The Customer has the option of ordering individual issues of certain magazines, books and/or journals ("publications") and may also take out subscriptions of (print) products by clicking on the relevant shopping cart button provided for the goods on offer, and by subsequently completing the order process.
- 2) Customers intending to place orders at the Online Shop must fill in the personal data (contact and address). By clicking on the "Order Now" button, the Customer submits a proposal to conclude the relevant contract. Der Greif accepts this proposal by sending order confirmations by email, whereupon the contract is formed. Der Greif's confirmation of receipt of an order does not constitute a binding confirmation of the actual order.
- 3) Der Greif is entitled to turn down individual orders at the Online Shop without stating any reasons.
- 4) Der Greif makes no provision for separate contract documents based on these Terms & Conditions. Der Greif therefore will not store "the contract document" that specifically relates to the Customer personally.

### 3. Terms of Delivery

- 1) Documents and products sold by Der Greif shall be dispatched to the Customer. The Customer shall pay the normal shipping costs. During the order process, the Customer's attention will be expressly drawn to this fact and to the actual shipping costs payable. Der Greif is entitled to make part-deliveries.
- 2) Digital products (such as eBooks and/or eJournals) are delivered in electronic Format. For delivery purposes, the Customer will receive an email after conclusion of the contract including a hyperlink, which

triggers the downloading of the respective file in Electronic Format.

## 4. Subscription Periods

- 1) Subscriptions of journals (print and digital) are always made for one calendar year and include the number of issues stated on the price list or on the product page. They will be renewed automatically for another year unless notice of termination is given before the expiry of the respective journal's agreed period of notice of the current year. Unless otherwise agreed, the subscription shall start with the first issue of the calendar year in which the subscription was purchased.
- 2) Nonetheless, both parties reserve the right to terminate a subscription with immediate effect for grave cause. Notice of any such termination must be in writing.

## 5. Prices, Terms of Payment

- 1) The prices for the individual goods are stated in the respective presentation of each item. All the prices quoted in the Online Shop of Der Greif include German statutory turnover tax at the rate in force at the time.
- 2) Unless otherwise agreed, payment for an individual order of a print product must be provided within 14 days of the invoice date. Orders from abroad must be paid in advance—Payment for one-off retrieval of an electronic document, or for a subscription (print and digital) must be made in advance and shall fall due for payment immediately on completion of the order.
- 3) For some products, the purchase price may be paid by e.g. PayPal or Google Pay. For payments handled by these payment system providers, the respective provider's terms of business and terms of use shall apply exclusively. The Customer may need to have a user account with the respective provider.
- 4) Print products are delivered subject to retention of title. The goods delivered shall remain Der Greif's property until such time as the purchase price has been paid in full.

## 6. Right of Withdrawal

- 1) The customer is entitled to revoke his/her declaration of intent to conclude the contract without giving reasons within 14 days after receipt of the goods via email or by returning the goods to Der Greif. The period begins at the earliest with receipt of this instruction, but not before receipt of the goods. The timely dispatch of the revocation or the goods shall be sufficient to comply with the revocation period. The revocation in text form is to be addressed to: Der Greif, Atelierstr. 18, 81671 Munich, Germany, by e-mail to [shop@dergreif.org](mailto:shop@dergreif.org). The return address for goods is: Heftwerk c/o OML GmbH & Co. KG, Holzhauser Str. 140 i, 13509 Berlin, Germany. The customer bears the burden of proof for the dispatch of the goods to be returned.
- 2) In case of an effective revocation, the customer is obliged to return the received goods. If the customer cannot return the received goods in whole or in part or only in a deteriorated condition, he/she shall compensate Der Greif for the corresponding reduction in value in the event of his/her revocation. If the customer has already paid the purchase price, Der Greif is entitled to deduct the reduction in value from the repayment amount.
- 3) The customer bears the costs of returning the goods, unless the delivered goods do not correspond to the ordered goods.
- 4) In the event of an effective revocation, Der Greif shall refund the purchase price minus shipping costs to the customer. In the case of payments abroad, transfer fees may also be deducted. Der Greif shall exercise its right of retention until the goods have been returned in full.
- 5) The right of withdrawal is excluded for contracts
  - 1) for the delivery of printed publications such as books, newspapers, magazines, periodicals, etc.;
  - 2) for the delivery of audio or video recordings or software, if the delivered data carriers have been unsealed by the customer.
- 6) In case of exclusion of revocation and return according to § 312 d para. 4 BGB (German Civil Code) and according to § 6 para. 5 of our Terms of Use, the customer has to bear the costs of reshipment of the

goods that have been returned to us.

## 7. Rights of Use for Digital Content

- 1) The Use of electronic documents is permitted only for the Customer's own purposes and the cases allowed by copyright law. If the Customer downloads digital content, the file may be stored on the end device used by the Customer personally. The following in particular are not permitted: making unauthorized additional copies, in particular on end devices or media to which third parties have access; adapting digital content, and publishing or exploiting the item thus made; passing on digital content to third parties or making it available to the public. The above rules apply to digital content in its entirety as well as any part that is protected by copyright (individual chapters/articles, photographs, diagrams etc.)
- 2) Der Greif reserves the right to block or forbid the Customer's access to the retrieval of his or her electronic documents or access to digital content that has already been downloaded if the Customer has acted in breach of the above-mentioned clause.

## 8. Uploaded Content

- 1) As far as features of the Services of Der Greif may allow the Customer of the website to post, upload, transmit or submit certain materials, content, photographs, designs or concepts to the Platform of Der Greif ("Uploaded Content"), the Customer may not post, upload, transmit or submit to the Services any of Content that the Customer did not create or that the Customer does not have express written permission to post. By providing this Content to Der Greif, the Customer
  - a) represent and warrant that the content is original to the Customer, that the Customer solely and exclusively own or otherwise control all of the rights in this Content, or that the Customer has the rights necessary to grant the license in the following subsection;
  - b) and represent and warrant that neither this Content nor the posting, uploading, publication, submission, or transmittal of the Content or Der Greif's use of this Content (or any portion thereof) will infringe, misappropriate, or violate any rights, including a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of privacy or publicity, or result in the violation of any applicable law or regulation;
  - c) grant to Der Greif a nonexclusive worldwide, fully paid-up, royalty-free, perpetual right and license to copy, edit, distribute, stream, broadcast, transmit, display, perform, publish, transfer for any purpose that Der Greif may choose, in and through any means or media, whether now existing or subsequently developed, and without any compensation to, or any approval by, Customer or any other party, and the Customer waives and agrees not to assert any author's rights, "droits morales" or "moral rights"; and
  - d) agree to indemnify, defend, and hold harmless Der Greif for all claims resulting from the uploaded Content.
- 2) The Customer acknowledges and agrees that he/she is solely responsible for the uploaded content. Der Greif cannot be responsible for maintaining this Content, and Der Greif may remove the uploaded Content from the Services at any time, for any or no reason, and without notice to the Customer. Der Greif reserves the right, but do not have an obligation, to monitor and/or review all materials posted to or through the Services, by their users, and Der Greif is not responsible for any such materials. Der Greif may, at our sole discretion, proofread, summarize, or otherwise edit and/or withdraw the uploaded Content, and the Customer understands it remains his/her sole responsibility to monitor this Content and ensure that such edited content is accurate and consistent with the Customers representations and warranties in these Terms. However, Der Greif further reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms or applicable law. Der Greif may also impose limits on certain features on the Services or restrict your access to part or all of the features or Services, if we believe that The Customer is in breach of these Terms

or applicable law, or for any other reason, all without notice or liability.

## 9. Warranty and Liability

- 1) For goods (print products), there is a legal guarantee of conformity. Claims arising from that guarantee become statute-barred within two years after the goods have been received.
- 2) Der Greif shall be held liable in accordance with statutory regulations for any loss or damage sustained by the Customer that is caused by intent or gross negligence; is due to the object of performance lacking a warranted characteristic; is based on a culpable breach of so-called "cardinal obligations;" results from the loss of life, limb, or health; or is covered by liability under product liability law. Cardinal duties are those contractual duties, performance of which enables due implementation of the contract in the first place and which the contractual partner fundamentally may rely on being performed, and the breach of which jeopardizes attainment of the very purpose of the contract.
- 3) If a cardinal duty is breached, liability – provided the loss or damage is merely due to slight negligence and does not involve the loss of life, limb, or health – shall be limited to that loss or damage, occurrence of which is typical or foreseeable in connection with providing services such as those constituting the subject-matter of the contract.
- 4) In all other respects, liability towards Der Greif and Der Greif`s agents – for whatever cause in law – is hereby ruled out.
- 5) Where damages sustained by the Customer result from loss of data, Der Greif shall not be held liable if such damage could have been avoided had the Customer regularly saved all the relevant data and made complete backups at intervals that duly reflect the value of the data.

## 10. Data Protection

Der Greif attaches great importance to the protection of personal data, and it collects, processes, and uses personal data in strict observance of the applicable data protection laws (especially the GDPR and the German Federal Data Protection Law – BDSG) and in accordance with the principles described in the privacy statement accessible at <https://dergreif-online.de/privacy-terms/>.

## 11. Miscellaneous

- 6) If the Customer is a registered trader, a public corporation or a special trust managing public assets, Munich shall be the place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship between Der Greif and the Customer. In such event, Munich shall be deemed to have been agreed as the place of performance.
- 7) The same shall apply if, subsequent to the conclusion of the contract, the Customer's place of residence or habitual place of abode is located at some place outside the territory of the Federal Republic of Germany or is relocated to such a place. This shall also apply if the Customer's place of residence or habitual place of abode is not known at the time when legal action is filed.
- 8) German law shall apply exclusively. Any application of CISG is hereby ruled out.
- 9) If individual provisions of the agreements made, including these Terms of Use, are or become ineffective or unenforceable, the effectiveness of the remaining provisions shall not be affected thereby.
- 10) In the event of legal disputes, the Customer has the option to use an alternative means of resolving a dispute. The following link from the EU Commission (also known as the OS platform) contains information on online dispute resolution and serves as a central point of entry for the out-of-court settlement of disputes arising from online purchase contracts: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>. However, Der Greif does not participate in dispute resolution proceedings before a consumer mediation agency and is not legally obligated to do so.