

# Terms and Conditions

## for the API SERVICE of FIZ Karlsruhe – Leibniz-Institut für Informationsinfrastruktur GmbH

March 2020

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### 1. SERVICE OF FIZ KARLSRUHE

FIZ Karlsruhe provides an Application Programming Interface Service (hereinafter “API Service”) for its customers (hereinafter “Customer/s”). FIZ Karlsruhe grants Customers the right to use the API Service to develop and test software applications (hereinafter “Applications”) and to integrate the API into their Applications subject to Copyright and Use Restrictions (see Section 2) as well as subject to other Terms and Conditions for the use of the API Service (hereinafter “Agreement”).

The API Service supports the search, display, download and analysis of content provided by FIZ Karlsruhe. The list of databases covered under this Agreement is available in Attachment 1. Upon receipt of the Customer’s order an agreement between FIZ Karlsruhe and the Customer takes effect, and FIZ Karlsruhe will issue to the Customer the password(s), loginID(s) and account number required for the API Service.

### 2. COPYRIGHT AND USE RESTRICTIONS

1. The API Service, including user documentation and the available databases (see Attachment 1), is protected by copyright, ancillary copyright and other rights. All rights are held by FIZ Karlsruhe and/or the respective database producer. The Customer must ensure that the copyright notice, trademarks, trade names, markings or notices affixed to or contained in the licensed material are not removed or altered and are included in any extraction of data from the databases.

2. All data downloaded are for internal (the Customer’s own) use by the Customer or within the Customer’s institution only. Text and data mining or indexing content of the downloaded data shall not be permitted unless otherwise agreed in writing. “Text and data mining” in this context means to apply technical methods (e.g., a combination of machine learning, statistics, and database systems) in order to retrieve information from and discover patterns in texts and large data sets.

Any further use of data obtained by the Customer for third parties, in particular the transmission of data in print or electronic form, either for commercial purposes or free of charge (e.g., sale, loan, license, or development of information products), shall be subject to FIZ Karlsruhe’s express written permission or an additional agreement between the Customer and FIZ Karlsruhe. The Customer must make their best efforts to prevent any theft or inadvertent illicit dissemination of the data. The Customer must also ensure that their Application works together with the provided API Service in a secure manner. In case of an incident the Customer must promptly inform FIZ Karlsruhe and cooperate in the defence of tortious acts or to remedy any security deficiencies.

3. Original data displayed or downloaded may be stored by the Customer for the duration of, and as stated in, this Agreement (in case of a free trial for the duration of the trial period only).

The Customer shall be entitled to download and store a maximum of up to 10% of the database records per database, except as otherwise stipulated in this Agreement.

4. **Free Trial: In the case of a free trial the Customer may use the API Service solely for testing and evaluation purposes, subject to the terms of the Agreement (except Section 4, Section 6(1)). The Customer's right to use the API Service will automatically terminate at the end of the trial period (see Section 6(2)).**
5. Third Party Providers: The API Service may include data from third party providers. The usage of the databases is subject to the Terms and Conditions set by the various providers (hereinafter "Database Producers' Terms and Conditions") [which are available online](#)<sup>1</sup>. The Database Producer's Terms and Conditions apply in particular to copyright and other intellectual property rights the database producers own in their databases, and to the scope of usage rights granted to the Customer for these databases.

It is the Customer's responsibility to ensure that the Database Producers' Terms and Conditions are strictly complied with. In the event that the Customer does not comply with the Database Producers' Terms and Conditions, FIZ Karlsruhe shall be entitled to block the Customer's access to the databases. Furthermore, the Customer shall be liable to FIZ Karlsruhe for any damage resulting from such non-compliance as described above.

### 3. CONFIDENTIALITY AND DATA PROTECTION

1. Maintaining the confidentiality of the Customer's password(s) and access authorizations is the Customer's responsibility. The Customer must comply with all applicable data protection laws and regulations.
2. FIZ Karlsruhe will make appropriate efforts to ensure that information provided by the Customer to FIZ Karlsruhe, and the contents of the Customer's online searches, will be treated in strict confidence. However, the security of data transmission and data linkage between FIZ Karlsruhe and the Customer via a network are exclusively the Customer's responsibility.

<sup>1</sup> [http://www.stn-international.com/stndb\\_usage\\_terms.html](http://www.stn-international.com/stndb_usage_terms.html)

<sup>2</sup> <https://www.fiz-karlsruhe.de/en/ueber-uns/datenschutzerklaerung>

3. The Customer's personal data are exclusively used for the purposes of the performance of this Agreement: for billing the API service used by the Customer, for Customer liaison and support as well as for the provision of telephone advice on how to use the API Service, and for improving the product. Subject to the Customer's approval personal data are also used for sending product information. Within the scope of its contractual obligations, FIZ Karlsruhe shall be entitled to store and process the Customer's personal data in electronic form. Additional information can be found here: [Privacy Policy](#)<sup>2</sup>.

### 4. INVOICING AND PAYMENT

1. FIZ Karlsruhe will invoice the fee for using the API Service to the Customer upon communication of the access authorization.
2. Invoice pricing will relate to the prices at the time the initial order was placed. VAT will be charged in addition.
3. If the Agreement is prolonged for another period (see Section 6(1)), the prices as stated in the price list at the time of the beginning of the new Agreement shall apply.
4. The amount billed is payable without deduction within thirty (30) days from the date of the invoice. Default in payment arises when the Customer fails to pay the due amount prior to the end of this period.
5. If the amount due has not been fully paid within sixty (60) days from the date of the invoice, FIZ Karlsruhe shall be entitled to block the Customer's online access.
6. In the event that the Customer is in default of payment, FIZ Karlsruhe shall be entitled to charge interest for the default at the statutory rate of nine (9)% above the prime rate.

### 5. WARRANTY AND LIABILITY

1. FIZ Karlsruhe provides the API Service, including the downloadable content, on an "as is" basis, without warranties of any kind, either express or implied, including but not limited to completeness, accuracy and timeliness and any other warranties of merchantability or fitness for a particular purpose. The API Service may contain links to third party websites, for which FIZ Karlsruhe cannot be held responsible.

2. FIZ Karlsruhe will only be liable for damage caused by wilful intent or gross negligence attributable to FIZ Karlsruhe, its legal representatives or persons employed in performing its obligations, except for damages resulting from breach of essential obligations of the contract. In such cases, FIZ Karlsruhe's liability is limited to damages caused as a typical and foreseeable consequence of the breach of contract. Liability for damages to life, body and health as well as liability according to the Product Liability Act remain unaffected. FIZ Karlsruhe will not assume any warranty or liability for damages caused by force majeure.
3. FIZ Karlsruhe is not liable for damage incurred by the Customer as a consequence of improper use of this API Service, or loss of the Customer's access authorization. In this regard, FIZ Karlsruhe warns, in particular, of the risks involved in transmitting such information via the Internet as currently available security technologies or procedures cannot guarantee absolute security.
4. The information contained in the help texts concerning the content and functionality of this API Service is to illustrate examples of use. The text is not to be viewed as providing a legally binding assurance of certain characteristics of the API Service.

## 6. DURATION AND TERMINATION OF AGREEMENT

1. The Agreement for using the API Service is concluded for a one-year period, as stated in the Customer's order. The Agreement will be prolonged automatically for another one-year period unless terminated by either party, by written notice to the other party, not later than sixty (60) days prior to the end of the Agreement period.

2. **The free trial period is one month unless otherwise agreed in writing.**
3. FIZ Karlsruhe shall be entitled to terminate the Agreement forthwith without notice if the Customer commits a material breach of the Agreement, and in particular, if the Customer fails to pay outstanding invoices, despite a reminder.
4. When termination becomes effective, the Customer's access authorization(s) will be blocked.
5. After termination of the Agreement, the Customer shall continue to observe the copyright terms pursuant to Section 2. All downloaded data are to be deleted. The Customer must send a notification to FIZ Karlsruhe when data is deleted.

## 7. CHANGES TO THE TERMS AND CONDITIONS

1. FIZ Karlsruhe reserves the right to make changes to these Terms and Conditions. The Customer shall be informed about such changes.
2. If the Customer fails to object to these changes within fourteen (14) days or continues to use the API service subsequent to being informed of changes, this shall be deemed acceptance of the changed conditions.

## 8. FINAL PROVISIONS

1. The place of performance is the headquarters of FIZ Karlsruhe, both for the Customer and FIZ Karlsruhe.
2. Any Customer's terms and conditions are not applicable.
3. This Agreement is construed under, and governed by, German law, without regard to its conflict of law rules. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The Place of jurisdiction is Karlsruhe, Germany if the Customer is a merchant, a legal person under public law, or a federal special fund under public law.



Leibniz Institute for Information Infrastructure

