

GENERAL TERMS AND CONDITIONS
of getAbstract AG, Lucerne, Switzerland ("getAbstract")
As at 4. October 2018

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A. General, and Contract Conclusion

§ 1 Scope

- (1) These Terms and Conditions apply to the online offer of getAbstract AG (hereinafter called: getAbstract) on www.getabstract.com (hereinafter called: Website). This is a website on which you can order subscriptions for digital contents (hereinafter called: Abstracts) in return for a charge.
- (2) You can access and print out the currently applicable Terms of Use on <https://www.getabstract.com/www/docs/tc/getabstract-tc-b2c-en.pdf>

§ 2 Contract Conclusion

- (1) The product presentation on our Website presents a non-binding list of available subscriptions, which can be bought at different terms and at different prices and which do not constitute a binding application for a contract conclusion.
- (2) After the subscription has been selected and the personal data entered, you can click on the "Buy" button on the Billing page to conclude the contract. You agree that the personal data entered will be used consistent with the Privacy Policy, as available at. <https://www.getabstract.com/en/privacy-policy/single>

- (3) After we have received your order, we will send you an automatically generated email with your login data to confirm that we have received your order (order confirmation) and that the agreed contract is effective.

§ 3 Login Data

- (1) To use the subscription, a user account must be opened. It consists of your email address and a password ("Login Data").
- (2) A user account can only be opened if a current email address is entered. This email address is then also used for communication with getAbstract, and you agree that getAbstract may contact you by any available means, including, but not limited to, by email. You warrant that your data used to open his user account are correct and complete.
- (3) You warrant that you will treat the Login Data confidentially. You are without exception prohibited from passing on the login data to third parties and/or to provide third parties with access to your profile by avoiding transfer of the login data. You acknowledge and agree that you alone are responsible for, and getAbstract will not be held liable for, any costs or fees incurred through use of your Login Data.
- (4) You must refrain from any activities that might impact and/or put excessive strain on website operations and the underlying technical infrastructure. In particular, these include:
 - using software, scripts or databases in conjunction with the use of this website;
 - blocking, overwriting, modifying or copying data and/or other content, unless this is required for the proper use of the Website.
 - framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website or Abstracts.
 - Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website.
 - Circumventing getAbstract's technological or security protection mechanisms.
 - Using a script, robot, spider, scraper, or other automated technology to access the Website.
 - Attempting to gain access to the private data or personal information of a user of the Website or a third party.
 - Posting or transmitting content or using the Website and/or Abstracts in a manner that violates any law, statute, regulation, or ordinance, or treaty, whether local, state, provincial, national, or international.

Temporary restrictions may be applied to an account if suspicious activity patterns are recognized.

§ 4 Availability of the Platform

- (1) getAbstract aims to run the Website without errors. This is of course limited to the services which getAbstract can influence.
- (2) getAbstract is at liberty to restrict access to the Website, either in full or in part, including Abstracts, temporarily or permanently, due to servicing, capacity issues and other events beyond its realm of influence.

§ 5 Rights and Duties when Concluding a Subscription Contract

- (1) After concluding a selected subscription contract, you are entitled to receive the agreed number of digital contents during the contract term, which are offered as push and/or pull services based on the agreement.
- (2) getAbstract is free to make the booking of specific subscriptions dependent on specific conditions.
- (3) If a **push service** is concluded for individual services, the agreed number of Abstracts is made available to you during the contract term at your entered email address via a Website link. Selection of the Abstracts is at the discretion of getAbstract and is based on following Channels of your choice.
- (4) If a **pull service** is concluded for individual services, you are given access to the getAbstract database. You are entitled to view the contents saved there to the contractually agreed extent using your online access (vis browser and/or mobile app), to read it online, possibly download and save them on your personal end device.

B. Special Features of the Relevant Subscriptions for Individual Customers

§ 6 "Starter" Subscription

- (1) This subscription includes access to all available content within our database.
- (2) Unless expressly agreed otherwise, you will receive one (1) Abstract per week during the contract term as part of the push service.
- (3) As part of the pull service, the subscriber is entitled to view or listen to the submitted Abstracts without limitation.

§ 7 "Pro Monthly" Subscription

- (1) This subscription includes access to all available content within our database.
- (2) Unless expressly agreed otherwise, you will receive one (1) Abstract per week during the contract term as part of the push service.
- (3) As part of the pull service, the subscriber is entitled to view or listen to the submitted Abstracts without limitation and store them on his/her personal end device.
- (4) By way of derogation from [§ 17](#), the individual Monthly Pro subscription can be cancelled at any time without notice effective for the next contract term. In all other instances, the Terms and Conditions of [§ 17](#) apply accordingly.

§ 8 "Pro" Subscription

- (1) This subscription includes access to all available content within our database.
- (2) Unless explicitly agreed otherwise, the subscriber shall receive one (1) Abstract per week during the contract term as part of a push service.
- (3) As part of the pull service, the customer is entitled to view and listen to the submitted Abstracts without limitation and to store them on his/her personal end device.

§ 9 "Student Pro Subscription"

- (1) A Student Subscription may only be agreed subject to receiving the copy of a valid student ID. A copy of the student ID must be sent by email to info@getabstract.com within three (3) days of ordering the subscription (). The same applies to subscription renewals. If the ID is not sent, or not sent on time, a contract for a student subscription cannot be agreed.
- (2) For the "Student Pro Subscription", the terms and conditions listed in [§ 8](#) apply for the pull and push service as well as for the available libraries and formats.

§ 10 Free 3– Day Trial Subscription

- (1) This subscription offers access to all available content within our database
- (2) The subscription allows an unlimited number of online views (via browser and/or mobile app) of the content during three (3) days. No offline storage, downloads or printing is permitted.
- (3) After the Free 3–day trial period has ended, you will be regularly updated via email newsletter about new content and product offerings. You can unsubscribe from the newsletter at any time.

§ 11 Gift Subscription

- (1) The subscriptions listed under [§ 6](#) and [§ 8](#) can be bought as a gift subscription for a third party.
- (2) Unless agreed otherwise, the term of the subscription is one year. After this term ends, the gift subscription is not renewed automatically.
- (3) A gift subscription cannot be combined with special and free offers. If additional discounts (e.g. for the second and additional gift subscriptions) are offered, these only apply to subscriptions of the same price category.

C. Other Provisions

§ 12 Payment Terms

- (1) Payment is by credit card or PayPal in the currency displayed in the checkout procedure. Your credit card details (card type, credit card number, expiration date and cardholder name) or invoicing details can be sent to getAbstract via the internet.

- (2) If you pay by credit card, your credit card account is debited with the amount owed at the time of concluding the order. You agree that your credit card will be charged on a recurrent basis, according to the type of subscription selected unless terminated according to [§ 17](#).

You acknowledge and agree that getAbstract does not own or control third party payment processors and will not be held liable for any claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorney's fees, arising out of or in relation to your use of the same, and you are advised to read the terms of use agreement of any such third party. You agree to allow getAbstract to exchange your payment information with such third-party service providers.

- (3) If you pay by PayPal, your PayPal account is debited with the amount owed at the time of concluding the order. You agree that your PayPal account will be charged on a recurrent basis, according to the type of subscription selected unless terminated according to [§ 17](#). You acknowledge and agree that getAbstract does not own or control third party payment processors and will not be held liable for any claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorney's fees, arising out of or in relation to your use of the same, and you are advised to read the terms of use agreement of any such third party. You agree to allow getAbstract to exchange your payment information with such third-party service providers.

§ 13 Money-Back Guarantee

We offer a voluntary, at our sole and absolute discretion, money-back guarantee according to the following provisions: If you are unhappy with your subscription and you inform getAbstract about this within 14 days of concluding the contract, the contract ends automatically and getAbstract pays back any already paid fee.

Money Back Guarantee does not apply to Monthly Subscriptions or Gift subscription purchases.

§ 14 Frequent Flyer Miles Program

Some frequent flyer programs offer free miles when buying a getAbstract subscription. These miles are credited after 30 days if no money-back guarantee was claimed and the getAbstract subscription is paid on time. Frequent flyer programs cannot be combined with any other promotion or discounts.

§ 15 Copyright/Limited License Terms

- (1) You understand and agree that getAbstract is the owner, or licensee, of all rights in and to the Website and its associated content and Abstracts, including but not limited to all intellectual property and any other property or proprietary rights.

The Website and Abstracts protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website and/or Abstracts for any purposes not explicitly stated in this Agreement, absent separate written agreement signed by getAbstract.

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- (5) Any use exceeding this is only permissible after getAbstract has given its prior written consent. Without the prior written consent of getAbstract, Abstracts may not be copied in full or as excerpts, may not be forwarded to third parties electronically or otherwise made accessible to them, distributed, sold, published or used for business.

§ 16 Legal Disclaimer

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Any attempt by getabstract to modify the website and/or abstracts will not be deemed to be a waiver of this limitation of liability. getabstract will not be held liable for any third-party content contained within the website and/or abstracts or any third party links or advertising accessible through the website.

- (2) getabstract will not be held liable for any damages, including without limitation consequential damages, incidental damages, punitive damages, special damages, exemplary damages, indirect damages, lost profits, lost savings, business interruption, or lost information arising out of the use, whether proper or improper, of the website and/or abstracts, even if you have been advised of the possibility of such damages. getabstract does not assume responsibility for any error in, omission of, interruption of, deletion of, defect in, destruction of, unauthorized access to, or alteration of any data. You bear the sole responsibility to protect and backup your own data, network, hardware, systems, servers, software, computers, phones, and security.
- (3) Under any circumstances, you acknowledge and agree that getabstract's maximum liability under this agreement will be limited to the amount that you paid for the website and/or abstracts. The limitations, exclusions, and disclaimers listed in this section will apply to the maximum extent permitted by law, even if any remedy fails of its essential purpose.

§ 17 Contract Term

- (1) The subscription ends with the expiration of the agreed term. If no term is agreed explicitly, a term of one year applies.
- (2) The subscription is renewed automatically unless cancelled 24 hours prior to expiration in writing (by letter or email to info@getAbstract.com). Unless cancelled within the given period, the subscription is automatically renewed by the relevant stated contract term. This does not affect the provision in [§ 11](#) and [§ 7](#)

§ 18 User Generated Content

- (1) getAbstract may provide you with the ability to submit user generated content to the Website, which may include, but is not limited, to text, ratings, designs, photos, and other content (collectively "User Generated Content"). Except as otherwise licensed herein, you own all rights in and to your User Generated Content. User Generated Content may be hosted, shared, and/or published as part of the Website's associated services and may be visible to other users of the Website. User Generated Content posted to public areas of the Website will be publicly visible to all visitors of the Website. You expressly acknowledge that getAbstract does not guarantee any confidentiality with respect to any submissions of your User Generated Content.

- (2) By submitting User Generated Content to the Website, you grant getAbstract a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use your User Generated Content for the customary and intended purposes of the Website and any purpose related thereto, including, without limitation, to reproduce, prepare derivative works, distribute copies, perform, display, and use any of the User Generated Content to provide its services, including, without limitation, providing the Website and/or Abstracts. You agree to waive all moral rights in and to your User Generated Content across the world, whether you have or have not asserted moral rights in or to your User Generated Content. By submitting User Generated Content to the Website, you further agree to waive all rights of publicity or privacy with respect to the User Generated Content submitted.
- (3) You agree that you are solely responsible for any User Generated Content that you submit to the Website. getAbstract makes no guarantees as to the validity, accuracy, relevance, usefulness, or legal status of any User Generated Content. You warrant that any User Generated Content that you submit to and through the Website will not violate the rights of third parties, including, but not limited to, trademark rights, copyright rights, and rights of publicity and privacy, contain defamatory material or other tortious material, or violate any applicable law, statute, ordinance, treaty, or regulation, whether local, state, provincial, national, or international. You expressly acknowledge that you interact with and share information with other users at your sole risk. You agree that any interaction with others through the Website will not defraud, impersonate another, or harass any third party or otherwise violate local, state, provincial, national, or international law, statute, ordinance, treaty, or regulation.
- (4) Section 230 of the Communications Decency Act: You acknowledge and agree that getAbstract is an interactive computer service provider under Section 230 of the Communications Decency Act. 47 U.S.C. § 230. getAbstract may allow users to submit content to the Website and the Website may contain links to third party websites that it does not control. getAbstract has no duty to monitor content submitted to the Website, including User Generated Content, but it may, within its sole discretion, edit, remove, refuse, or manage the content submitted to the Website without notice to the submitting party and for any reason, such as that which might be offensive, harmful, or threatening to the safety of others, or otherwise in violation of the terms of this Agreement. You agree that getAbstract will not be considered an information content provider and getAbstract will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

§ 19 Amendments to the Terms of Use

- (1) getAbstract may amend or add to the provisions of these Terms and Conditions at any time.

§ 20 COPPA Compliance

- (1) The Website and/or Abstracts are not aimed to persons under the age of eighteen (18) and getAbstract will not knowingly collect personally identifiable information from children under the age of thirteen (13) absent the requirements set forth in these Terms and Conditions. If getAbstract inadvertently collects personally identifiable information, getAbstract will delete the personally identifiable information in accordance with its security protocols, upon notice.

§ 21 Indemnification

- (1) You agree to indemnify, hold harmless, and defend getAbstract, its officers, members, employees, agents, and directors from and against any and all claims, demands, causes of action, debts, liabilities, damages, costs, or expenses, including costs and reasonable attorney's fees, arising out of or in relation to your use of the Website and/or Abstracts, your violation of a term or provision of these Terms and Conditions, or your violation of the rights of a third party. You agree that your obligation to hold harmless, defend, and indemnify getAbstract will survive the termination or failure of these Terms and Conditions and your use of the Website and/or Abstracts. You acknowledge and agree that your obligation to defend getAbstract will not provide you with the right to control getAbstract's defense and you expressly agree that getAbstract has the right to direct and control its defense regardless of your obligation to defend getAbstract.

§ 22 Final Provisions

- (1) If you are an entrepreneur, legal person under public law or public law special assets, the exclusive jurisdiction, including venue, for all disputes arising under or in connection with these Terms and Conditions or related to any matter which is the subject of these Terms and Conditions between you and getAbstract shall be Lucerne, Switzerland, with getAbstract reserving the right, at its sole and absolute discretion, to assert claims against you at your place of business. You acknowledge and agree that you are subject to the **exclusive jurisdiction in Lucerne, Switzerland** based upon your use of the Website and/or Abstracts. The parties agree that, to the extent permitted, the provisions of the Uniform Computer Information Transactions Act, the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, the U.N. Convention on Contracts for the International Sale of Goods, any federal or state statutory adoptions or equivalents of the aforementioned Acts and Convention, and any other state or federal laws related to electronic contracts, electronic signatures, or electronic records shall not apply to this Agreement.
- (2) Deviations from the present General Terms and Conditions are only valid if they are agreed in writing.

- (3) You and getabstract agree that any cause of action arising out of or in connection with this agreement or related to the website and/or abstracts provided under this agreement must commence within one year after the cause of action accrued. Failure to assert said cause of action within one year will permanently bar any and all relief.
- (4) You will only be permitted to pursue claims against getabstract on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.
- (5) If the contract contains invalid provisions, this shall not affect the validity of the contract as a whole.
- (6) The services are exclusively provided based on these General Terms and Conditions. We hereby object to any inclusion of your General Terms and Conditions contrary to our General Terms and Conditions.
- (7) These Terms and Conditions, including the Privacy Policy and Copyright Policy hereby incorporated, constitute the entire agreement between the parties related to the subject matter and supersedes all prior agreements, statements, or representations.
- (8) You agree that any and all disputes arising under or in connection with these terms and conditions or related to any matter which is the subject of these terms and conditions, including, without limitation, your use of the website and/or abstracts, whether sounding in contract, tort or otherwise, **shall be governed by and interpreted exclusively in accordance with substantive swiss law.**