

Portal Thieme Connect

Terms and conditions of use

1. Area of applicability

These terms and conditions of use regulate the provision and use of the e-product portal between you and . In addition, the statutory provisions apply.

If the words „we“ or „us“ are used, these always refer to Georg Thieme Verlag KG.

2. Essential characteristics of the Thieme Connect portal

- 2.1 On the Thieme Connect portal websites, we allow you to use the contents of our specialist magazines and books which have been published in electronic form. We reserve the right to amend or update the contents.

The websites are available to you as long as and in so far as we make them generally accessible, you have concluded a separate contract of use with us (for example paid magazine subscription) or you are a member of an institution (for example a university) and the institution has concluded a licence agreement with us which gives you a right of use.

- 2.2 You can have the contents displayed online and in addition, you can locally save or print out a reasonable number of single articles, chapters and other elements for individual use. Saving in any form or the making of copies which go beyond this, also in part, is not permitted. However, statutory rights concerning the production of copies, for example for private and other use in accordance with § 53 of the German Copyright Act (UrhG) remain unaffected; the said rights do not form part of these regulations.

- 2.3 Your personal access details (user name and password) are solely intended for the personal use of the websites by you and must therefore be kept secret.

- 2.4 The websites are copyright protected. Any further use or assignment of user rights requires our prior written consent.

3. Data protection, saving

When setting up a personal account, personal data is entered. We save and archive this data; you can access these on the website. Further information concerning the handling of your data can be found .

4. Liability

- 4.1 Our product contains links to third party websites whose contents are beyond our control. These contents are not our own and we do not accept any liability in respect of them. The respective operators of the linked pages are solely responsible for their contents.

- 4.2 Content-related defects in our service will be dealt with following corresponding notification of the problem within the framework of changes/updates which are usual for the publisher. Any strict liability is excluded.
- 4.3 Otherwise, we are liable in case of culpable injuries to life, body or health by us or our vicarious agents, in case of fraudulent covering up of a defect, for assumption of a guarantee or procurement risk and in accordance with the German Product Liability Act (Produkthaftungsgesetz); this shall rest with the statutory liability. This also applies to damage which is due to a gross negligent or intentional breach of duty by us or our vicarious agents. In case of simple negligence on the part of us or our vicarious agents, liability will only be incurred in case of a breach of essential contractual obligations; in such cases, liability is limited to compensation of the loss which is typical of the contract and foreseeable. Essential contractual obligations are the respective major contractual duties, as well as other contractual (accessory) obligations in relation to which the attainment of the contractual objective can be endangered in case of a culpable breach.

5. Closing provisions

- 5.1 The substantive law of the Federal Republic of Germany applies to the exclusion of the provisions concerning the conflict of norms under private international law, which substantiate the applicability of foreign law.
- 5.2 Should any individual clauses of the above mentioned terms and conditions of use be or become ineffective in full or in part, the effectiveness of the remaining provisions will not be affected. The discarded clause will be replaced by a provision which comes as close as possible to the discarded clause in economic terms as is legally permissible. The same applies in case of a contractual loophole.