

# Terms and Conditions for Subscription Products

The following terms and conditions govern the use of Rheinwerk Publishing's (hereafter: we, our) subscription product by the customer, account administrator, and associated users (collectively: you).

## 1. Definition and Contents of a Subscription Product

The subscription grants you online access to either all of Rheinwerk Publishing's books and E-Bites ("Full Subscription"), or a subset of our books and E-Bites ("Specialist Subscription") via our library application and online reader (hereafter: library).

"Online access" means the subscription does not grant you the ability to download electronic versions of the books and E-Bites (hereafter: content). You need an active internet connection to access and read the content.

"Content" refers to the copyrighted books and E-Bites accessible in the library under these terms.

The subset of content you can access through a Specialist Subscription is determined by the books and E-Bites listed in the respective topic categories on our website at [www.sap-press.com](http://www.sap-press.com) (Programming, Administration, BI/EIM, FICO, Logistics, HR, CRM & Sales, HANA, and IT Mgmt.) at the time you submit your subscription order.

Relevant content that we publish during the term of your subscription will be added to the users' libraries for the remaining term of the subscription, at no additional costs. For a Full Subscription, this means every book and E-Bite published during the term of the subscription; for a Specialist Subscription, this means content published in the respective topic category during the term of the subscription. Which topic category a specific book or E-Bite is assigned to and thus which Specialist Subscriptions can access it is entirely at our discretion.

## 2. Term and Automatic Renewal

The subscription term is 1 (one) or 12 (twelve) months, beginning on the day you submit your order. Your subscription will renew automatically when your current term expires unless you notify us of a cancellation before your current term expires.

## 3. Cancellation

You may cancel your subscription at any time. A cancellation becomes effective when the term you most recently paid for expires. This means if you cancel your subscription, you will be able to access the content you subscribed through the then-current term. No costs are associated with a cancellation.

You can cancel by clicking "Cancel Subscription" in your customer account (section "Your Subscription"), or by notifying our customer service via email ([info@rheinwerk-publishing.com](mailto:info@rheinwerk-publishing.com)) or phone (+1.781.228.5070 x200).

#### **4. Payment**

You expressly agree that we charge the credit card or PayPal account that you specify during the order process on a recurring basis when your subscription term renews, usually on the first day of your new subscription term.

#### **5. Refunds**

We will not issue refunds for a current subscription term, unless you live in a region where we are required by law to do so.

#### **6. Account Administrator**

During the order process for a subscription, you specify an e-mail address for the billing contact. The person whose Rheinwerk Publishing user account is associated with this email address is the account administrator for the subscription.

As account administrator, you are responsible for:

- Providing and maintaining valid payment information
- Granting additional users (if any) access to the subscribed content by distributing to them the license keys you receive from us either through e-mail or through your customer account
- Removing users that you no longer wish to have access to the subscribed content
- Informing users about the terms of use (see Section 8 below)

#### **7. Number of Users, User Accounts**

Each subscription has a defined number of named users. The number of users cannot be changed during the subscription term. If you desire to grant more users access to a subscription, you can either set up a separate subscription for these users, or you can cancel your current subscription and start a new subscription with more users.

In order to get access to the subscribed content, all users must have personal user accounts on Rheinwerk Publishing's website at [www.sap-press.com](http://www.sap-press.com). Upon completing your order, we will send you an email with one license key for every user you ordered. You are responsible for distributing these license keys to the users. You can also access these license keys via your customer account.

Any user-generated content, including but not limited to bookmarks, annotations, comments, library contents, and library folders is tied to the user account under which it was created. This user-generated content cannot be transferred to other user accounts.

#### **8. Terms of Use**

The permanent or temporary transfer of user account information for accessing the library and the content available in it is expressly prohibited: You or your users may not share access to the library or the content with anyone else. It is the responsibility of the account administrator to make sure that the users who have been granted access to the library under this subscription adhere to this rule.

Should a user leave the customer's organization, or should the account administrator wish to transfer the usage right for the subscription from one user to another, the account administrator

can revoke the active user's access to the content via the customer account. The newly unassigned license key can then be assigned to a new user.

The subscription does not transfer any property rights to the customer, account administrator, or users. The customer's users receive the limited right for personal use of the content, which cannot be transferred.

Our content is protected by copyright. The account administrator and all users who are granted access to the library via a subscription acknowledge and respect this copyright.

Users are entitled to print individual pages from the content, but only for personal use.

Transferring a printout to third parties is not allowed either in full or in parts.

Except for the specific conditions set forth above, the subscription is subject to the following restrictions:

- No commercial or promotional usage rights are granted for any content
- Users may not sell, distribute, or display any content
- Users may not share, lend, or rent copies of any content
- Users may not disable or circumvent DRM supplied with content
- Users may not make copies of all or any portion of any content
- Users are prohibited from making any public display or public performance of content and from sharing accounts that allow access to content beyond those specified in this license
- Users' access to the library is conditional upon timely payment and maintenance of the subscription fee for the subscription the users have been granted access to; users will not have access to content after a subscription is canceled and the then-current term expires, allowed to lapse, or terminated for non-payment

## **9. Violating the Terms of Use**

If we have good reason to believe that our content is being used in a way prohibited by these terms, we reserve the rights (among others):

- To demand the changing of user passwords
- To block access to the library for individual users
- To delete the associated user account(s)
- To terminate the entire subscription with immediate effect. In cases of termination due to the violation of these terms, you are not eligible for a refund.

## **10. System Requirements**

We have tested the library application and the content for the current version of the following internet browsers: Chrome, Firefox, Internet Explorer, and Safari. The users' browser configuration must allow cookies, JavaScript, and pop-up windows for the subscription application to function properly.

## **11. System Availability, Updates of the Library Application**

We guarantee a monthly availability of our library application equal to or greater than 98.5%. The following incidents shall not be considered for purposes of the calculation of availability:

- Circumstances beyond our reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, power outages, labor shortage or dispute, governmental act, or failure of the internet
- Failure of hardware, software, or other equipment provided by you or your users that is used in connection with accessing the content
- Denial of services issued outside the direct control of Rheinwerk Publishing
- Scheduled maintenance and upgrades
- Circumstances that require shutting down the systems to guarantee the safety and/or functionalities of our servers, and in particular to avoid serious malfunctions of the software or damages to the saved data contained thereon

We may, at our own discretion, enhance the library application to implement necessary adaptations to technological developments.

## **12. Disclaimer of Warranties**

The customer and its users assume total responsibility and risk for their use of Rheinwerk Publishing's website and library application. The site and the library application are provided "as is" without any warranties, representations or endorsements of any kind, either express or implied, including, and without limitation, any warranties of title, merchantability, fitness for a particular purpose or non-infringement, and any warranties that material, products and services of the site will be uninterrupted, timely, secure or error-free, that any of the foregoing is free of viruses and other harmful components, that defects in any of the foregoing will be corrected, that results obtained from use of the foregoing will be accurate or reliable, that the quality of any material, products, or services purchased or obtained through the site will meet the customer's or its users' expectations. Rheinwerk Publishing shall not be liable for any cost or damage arising either directly or indirectly from the customer's use of the site or the library application. Any material downloaded or otherwise obtained through the use of the site is done at the customer's and its users' own discretion and risk, and the customer and its users are solely responsible for any damage to their computer system or loss of data that results from the downloading of any such material.

## **13. Limitation of Liability**

In no event will Rheinwerk Publishing or any of its directors, officers, employees or agents be liable under any contract, negligence, strict liability or other legal or equitable theory under these terms for any special, incidental, consequential, or indirect damages; loss of profits or business, interruption of business, lost or corrupted data, programs or information, and the like; cost of procurement of substitute software, material, goods or services; or claims attributable to interruptions, delays, errors, omissions or other inaccuracies of the site, Library application, and/or material downloaded through the site; even if Rheinwerk Publishing or its authorized representatives have been advised of the possibility of such damages.

Notwithstanding the above, Rheinwerk Publishing does not limit or exclude any liability the limitation or exclusion of which is prohibited by law. In such cases, liability of Rheinwerk Publishing is limited to the least extent required by law.

#### **14. Data Privacy**

Processing of personal data is in accordance with the applicable law, in particular the General Data Protection Regulation (EU 2016/679).

Personal data is shared with third parties exclusively for the purpose to process your order and limited to the necessary minimum. When submitting your order, you agree that Rheinwerk Publishing is allowed to save and process your personal data. More information is available in our comprehensive [Privacy Policy](#).

Version May 2018