

AGREEMENT NO. /ES/ ON ESTABLISHING A USER ACCOUNT

concluded between

State Technical Library
represented by its Chief Executive Officer
Ing. Martin Svoboda
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REG. NO. 61387142
TAX ID. NO. 001-61387142

the user

and

contact e-mail address

1. Subject Matter of the Agreement

On the basis of a request and after mutual agreement, STL will arrange the establishment and access to a User Account in STL. This account is designed for using services, particularly electronic ones, provided by STL in accordance with the STL Library Regulations.

2. Explanation of Terms

2.1 User Account

A User Account consists of a protected space on the WWW server of STL and of a financial account.

Protected space on the WWW server of STL is a password-protected directory on the secured WWW server of STL established for the purpose of copyright-legal protection of documents and for the protection of a user when the results/services carried out according to a user's request are made available to the user. This directory is available only after entering the access password of the given user. After entering the password, the user gains access to the main page of the User Account which contains information on the services being currently provided and on the balance of the financial account, including the list of the services provided up until now and their invoicing.

The access password is understood to be a password which is known only to the user and which enables authorized use of the services provided. As concerns legal force, the use of this password has the same legal significance as the signature of a user. This is why it is inadmissible to give it to another person.

The Financial Account is understood to be the financial amount deposited by the user and used for paying the services provided by STL against payment.

2.2 Enabling Access to the Account

- Enabling the user to have access to the account is understood to mean giving (sending) the account number, access name and password to the user.
- The user has the possibility to use the services provided against payment through the account only if there is the necessary financial amount available in the account.
- Every use of the access password by the user for the purpose of gaining access to the User Account will simultaneously be the user's valid confirmation of the provisions of this Agreement and of the limited user rights provided for herein in relation to the user's use of the materials made available to the user. If the user does not agree with observing the provisions of this Agreement, he/she will not be authorised to have access to the User Account.

3. Rights and Obligations of Parties to the Agreement

3.1 Rights and Obligations of STL

- STL reserves the right to continuously change the offer of the services and to make changes to the price list. The services (including the dates of execution and the charges) are stated in the STL Library Regulations, or more precisely, in Appendix 1 - Price List of STL Services, and STL is obliged to notify the user of the changes concerned through a WWW message.
- STL will make reasonable effort to provide the performance of a service by the appropriate date. If STL is not able to perform the service by the fixed date, it is obliged to inform the user of this fact in time by stating this information on the main page of the User Account where it will also state the serious reasons which have prevented STL from providing the services ordered (requested) and where it will ask a question on whether the order is still valid and for what period of time the user is interested in the given service.
- STL will make a reasonable effort to prevent further use of a User Account without any delay if it assumes justifiable suspicion of misuse of the given account or if the user himself/herself reports such a fact.
- If the terms are not observed by the user, STL bears no responsibility for any possible financial losses of the user and it can suspend the user's possibility to use the services without any claim for any compensation until the situation concerning the compliant has been restored according to these terms. In these cases, STL is entitled to request compensation for costs thus incurred by STL (for example charges for cancelling the account, etc.) and in serious cases, STL can reject a request for the re-establishment of an account.
- STL is obliged to prepare a statement on the occasions when the user has drawn on his/her account over a certain period not longer than one year; STL is obliged to retrieve data older than one year for its archives upon request and for a fee.
- Upon the user's request, STL is obliged to cancel the account on an agreed date; otherwise STL is obliged to do so within 10 days from the delivery of written notice by the user and to return the remaining financial amount after deducting fees for doing so. Bank charges will also be added to the handling fee. These charges will be deducted from the remaining financial amount.
- If the financial amount is to be sent abroad, the balance in CZK will be converted to an agreed foreign currency according to the foreign exchange rate valid on the date of the transfer.

3.2 Rights and Obligations of the User

- The user is entitled to use the User Account of STL on the terms/in the way defined in the Agreement.
- The user undertakes not to give the access password for his/her User Account to another person.
- The user undertakes to handle the data obtained through the services of STL in accordance with the Copyright Act (*Literary Works, Science and Art Act no. 35/1965 Coll. (The Copyright Act) in the wording of Act no. 89/1990 Coll., Act no. 468/1991 Coll., Act no. 318/1993 Coll., Act no. 237/1995 Coll. Act no. 86/1996 Coll. and Act no. 175/1996 Coll.*). The user does not receive any other user rights than the non-exclusive right to use the data obtained for his/her personal use. The user must not copy, modify, translate or distribute the data obtained in any way, with the exception of such cases which are explicitly allowed by the applicable law. The user bears exclusive responsibility for any violation of the Copyright Act and he/she is aware of all possible consequences of such an illegal action.
- The user is obliged to report any suspicion of, or any attempt to misuse his/her account immediately.
- The user is entitled to lodge a complaint about a service within the given period of time (given by the type of the service concerned), and if no remedy to the quality and scope required within the given period of time takes place, STL is obliged to refund the financial amount which has been deducted from the account after performance of the service concerned.
- The user agrees to observe the STL Library Regulations.

4. Mutual Communication

- The parties hereto agree to observe the rules of mutual communication and the security rules defined in the accompanying materials which the user shall receive when

signing this Agreement (STL Library Regulations, User Manual, etc.). These communication and security rules can be changed by STL in justifiable cases, and the notification of each change must be delivered to the user adequately, that is, at least 4 days, in advance.

- The parties hereto mutually agree that in the case of any disputes or administrative proceedings, they will recognize the data log, i.e. the historical overview of the reports transmitted created in the systems of both parties, as fully valid evidence material, unless something else proves to be true.

5. Limitation of Responsibility

The data are provided as they are, that is, without any guarantee for the correctness, accuracy and completeness of the data made available. STL will provide services under this Agreement with due care. STL will be responsible for any possible damages to the user resulting from STL's breach of a provision of this Agreement or from STL's violation of the law. The parties agreed that the total possible compensation for damages to be paid by STL will not exceed the amount of 400 CZK.

6. Term of the Agreement

The Agreement is concluded for an unspecified period of time and becomes effective when signed by both parties. The Agreement can be terminated by written notice by either of the parties to the Agreement with a 30-day period of notice. Any changes to this Agreement are made in the form of written amendments.

This Agreement has been executed in two counterparts of which each party shall receive one counterpart.

Prague, on the day of

....., on the day of

.....
signature and seal of the State Technical Library

.....
signature and seal of the user