

GENERAL TERMS AND CONDITIONS FOR JAS SUBSCRIPTIONS VIA GAeF

ABBREVIATED VERSION

1. This abbreviated version serves to summarize the detailed terms and conditions below and does not replace them.
2. These terms and conditions form part of any contract with Gesellschaft für Aerosolforschung e.V. (hereinafter GAeF) for the purpose of ordering the Journal of Aerosol Science (hereinafter JAS) both in print or online format.
3. Subscriptions for the Journal are executed via an order form provided by GAeF. A contract is only concluded once this form is signed and a confirmation of order has been delivered.
4. The JAS subscription is fee-based. Further details are determined by the order form.
5. In case of default of payment, dunning costs are due with the second reminder of payment.
6. Depending on the time at which the order was canceled, cancellation fees apply.
7. GAeF reserves the right to cancel the delivery of JAS due to an insufficient number of subscriptions or due to cancellation of the contract with ELSEVIER. In the event that the journal subscription has to be cancelled or will have to be changed due to events beyond the control of GAeF (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of GAeF, reimbursement of the full yearly subscription fee cannot be guaranteed.
8. Contents and media as part of the subscriptions are protected by copyright of ELSEVIER. These media may not be multiplied, distributed or used for any other.
9. GAeF does not assume any liability for the accuracy, timeliness and completeness of the JAS and contents or for damages resulting from their application or distribution.
10. GAeF is only liable in cases of malicious intent or gross negligence.
11. Personal data are stored and processed according to the currently valid data protection regulations.
12. The court of jurisdiction is Cologne ("Köln").

12.12.2021

DETAILED VERSION

Scope of jurisdiction

For subscribing to the Journal of Aerosol Science (hereinafter JAS) via Gesellschaft für Aerosolforschung e.V., Postfach 45 04 05, 50879 Köln (hereinafter GAeF), the present terms and conditions exclusively apply. Other contradictory terms and conditions of third parties or participants do not apply.

Subscriptions/confirmation of subscriptions

Subscriptions to JAS are available via a special form provided by GAeF. This form has to be send via e-mail or regular mail to thetreasurer@gaef.de

By subscribing to JAS, members have acknowledged and consented to the contents and the definition of target groups.

The subscription only becomes legally binding by a confirmation of successful subscription sent via E-mail.

Any legally binding subscription is subject to these terms and conditions.

Payments

The subscription to JAS is fee-based, per subscription. The costs of payment are always borne by the participant.

The subscription fee is due upon receipt of the invoice and is to be paid without deduction to the account stated in the invoice.

In the case of late payment, a first payment reminder is sent free of charge within at most 10 days. Afterwards, dunning costs to the amount of 5 % of the due subscription fee are added for the first and 50 euros for any further reminder of payment. As an option, GAeF reserves the right of immediately cancelling the subscription in the case of non-payment.

Cancellation

Members have the right to cancel their binding subscription. Such cancelation is to be explained in written form by a letter or by e-mail to thetreasurer@gaef.de.

Depending on the time and date at which JAS subscription was cancelled, cancelation fees apply.

The cancelation fees may be set individually in the participant contracts. If not defined otherwise, the following applies:

- Cancellations for the subsequent year up to October 31st will not incur any cancellation fees.
- For cancellations up to December 31st, cancellation fees of 50% of the subscription fee for the subsequent will be charged.
- For cancellations within the current year of subscription, the full fee must be paid.

Alternatively, the canceller is free to nominate a substitute person for receiving the JAS subscription.

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Cancelation policy

Right of cancelation for consumers

You have the right to cancel this contract within 14 days without giving any reasons. The cancelation period is 14 days after the day of contract conclusion.

In order to execute your right of cancelation, you have to inform GAeF about your decision to cancel the contract in a clear declaration (e.g. a letter by mail or an e-mail). To stay within the cancelation period, it is sufficient to send the notice of executing your right of cancelation prior to the cancelation period ending.

Please direct the cancelation to:

Gesellschaft für Aerosolforschung
Postfach 45 04 05
50879 Köln

E-mail: thetreasurer@gaef.de

Consequences of cancelation

If you cancel this contract within 14 days upon its signature, all payments received by us have to be reimbursed without delay and within at most 14 days from the day when your notice about cancelling the contract has reached us. You may use the form given below for your cancellation. For the reimbursement, we will use the same means of payment as used during your original transaction, unless another means of payment is expressly agreed with you. Under no circumstances will we add fees for this reimbursement but fees from payment providers (e.g. paypal) may apply.

If you have demanded for the service to begin during the cancelation period or if the service booked by you starts during the cancelation period, you will have to pay us an appropriate share of the intended total sum, corresponding to the share of services provided until the time of receipt of the cancelation notice.

If you cancel the contract after more than 14 days, cancellation fees as given above apply.

Template cancelation form for consumers

If you wish to cancel the contract, you can fill out this form and send it back to us.

Gesellschaft für Aerosolforschung
Postfach 45 04 05
50879 Köln

Via e-mail: veranstaltungen@academy.rwth-aachen.de

Hereby, I/we (*) cancel the contract concluded with me/us (*) over providing the following service/goods (*):

Ordered/received on

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only when providing written notices on paper)

Place, date

(*) Delete as applicable

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Cancellation by GAeF

Should, contrary to expectation, too few members subscribe for JAS, GAeF reserves the right to cancel the contract with ELSEVIER in general. Members will be informed promptly.

If the institutional agreement between GAeF and ELSEVIER is cancelled GAeF will not be able to provide access to JAS at the given conditions and will therefore cancel the contracts with members accordingly.

In the event that the JAS subscription cannot be continued due to events beyond the control of GAeF (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of GAeF, GAeF cannot be held liable for any damages, costs, or losses incurred. Under these circumstances, GAeF reserves the right to withhold costs already incurred and not reimbursable by third parties for the organization of the conference, up to a maximum of the subscription fee paid.

Copyright

All documents that are accessible through the JAS subscription are protected by copyright. The multiplication, distribution or other usage of the documents as well as any documents, graphics, audio-visual materials as well as other information carriers provided by GAeF or its agents is only permitted with express written consent by GAeF or ELSEVIER.

Liability

The JAS subscription is carefully organized by GAeF under the umbrella of the institutional agreement between GAeF and ELSEVIER (2013). GAeF does not assume any liability for the timeliness, accuracy and completeness of the JAS subscription. In particular, GAeF does not assume any liability for possible damages resulting from the application or distribution of knowledge acquired or conveyed by the JAS subscription.

GAeF is liable for such property and financial damages it is at fault for, no matter for which legal reason – but only insofar as it can be charged with malicious intent or gross negligence.

Data protection

GAeF and its agents process and store the data collected as part of the JAS subscription and permanently guarantee the protection of such data.

By registering for the JAS subscription, you agree to the transfer of your data (name, email address (online access) and physical address (print access)) to ELSEVIER. Please also check the data protection agreement of ELSEVIER for further details.

Severability Clause

In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Court of jurisdiction

The court of jurisdiction is, unless the participant is not a natural person, Cologne (“Köln”)