END USER LICENCE AGREEMENT - BLINDA MOBILE APPLICATION

Last updated: April 2021

This End User Licence Agreement (»EULA«) sets the terms and conditions under which Audibook d.o.o. ("Audibook"), a private limited company registered under laws of the Republic of Slovenia, with an address at Savinškova ulica 10, 1000 Ljubljana grants a non-exclusive licence for the use of Blinda Mobile Application.

In order to start using Blinda Mobile Application all users must accept the terms and conditions of use by clicking the »ACCEPT« button. Users who refuse to accept the terms and conditions of use will not be granted access to Blinda Mobile Application and will not be able to use it.

1. Blinda Mobile Application

Blinda mobile application enables blind, visually impaired or otherwise print disabled individuals to borrow and listen to audiobooks provided to them by authorised entities in compliance with the Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired, or Otherwise Print Disabled (»Marrakesh treaty) and Directive (EU) 2017/1564 of 13 September 2017 (»Directive«) in each EU member state under the applicable conditions of use.

Blinda Mobile Application shall enable users to easily access and manage their access to all audiobooks which are made available in accessible format copy by authorised entities.

2. Definitions

Beneficiary is a person who is:
   (1) blind,
   (2) has a visual impairment which cannot be improved so as to give the person visual function substantially equivalent to that of a person who has no such impairment, and who is, as a result, unable to read printed works to substantially the same degree as a person without such impairment,
   (3) has a perceptual or reading disability and is, as a result, unable to read printed works to substantially the same degree as a person without such disability; or
   (4) is otherwise unable, due to a physical disability, to hold or manipulate the book or to focus or move their eyes to the extent that would be normally acceptable for reading.

End-user is a beneficiary who successfully completes the registration process and demonstrates to be eligible to access audiobooks in accessible format and is granted access to the Blinda Mobile Application.

Ineligible person is any person who does not fulfil the legal provisions required to obtain the necessary status of a beneficiary and as such cannot gain access to the audiobooks or other content through Blinda Mobile Application.

Registration is a process, initiated by a person who would like to gain access to the mobile application. During the registration process, the person must prove that he or she is an eligible person (i.e. that he or she is a Beneficiary) by providing appropriate evidence as required by applicable law and authorised entities in each EU member state.

Authorised entity is a legal entity that is authorised by a EU member state to provide education, instructional training, adaptive reading or information access to Beneficiaries on a non-profit basis, and which provides audiobooks or other content that are accessible by Blinda Mobile Application.

Supported languages are all the languages in which audio books are available to End-user. At the moment of launching Blinda Mobile Application the supported languages are Slovenian, German, and Croatian.

3. Free Use and access

The use of Blinda Mobile Application is free of charge for End-users.

To gain access to the mobile application, a beneficiary must first complete the registration process, available at https://blinda.org/register/request

After successfully completing the registration process, the End-user can then log into the Blinda Mobile Application, which is available for download on Google Play or on the App Store.

Once the End-user is logged in, he or she can borrow any audiobook or other content available within the Blinda Mobile Application.

End-user can listen to all borrowed audiobooks or other content by using the built-in audio player within the Blinda Mobile Application. Audiobooks and other content may only be streamed and not downloaded to End-users.

Blinda Mobile Application does not allow or enable End-users to download audiobooks or other content.

4. Eligibility

Any Beneficiary shall obtain a confirmation of eligibility through an application procedure in which an Authorised entity as a decision-making body at the national level shall confirm that Beneficiary is eligible to access audiobooks or other content available through Blinda Mobile Application in accordance with the relevant national law.

The application form and the conditions for the approval of the application are available in the Appendix 1 and at https://blinda.org/register/request.

To gain access to the Blinda mobile application Beneficiary must be a registered member at one of the participating national Authorised entities. Beneficiary shall fill out the application form, after which a representative of the relevant Authorised entity will review it and contact Beneficiary with further instructions.

5.   Data protection

The End-user confirms and guarantees that all data entered in the web form(s) during the account registration process are true, correct and complete. Any change in the End-user's data must be reported to website administrators by e-mail to: info@blinda.org no later than 8 days after the change.

Personal data provided by the End-user will be used for the purpose of communication with End-users and for the purpose of ensuring optimal operation of Blinda Mobile Application and and preventing misuse of the Blinda Mobile Application and the content available through it.

Personal data provided by the End-user will be collected, processed and stored on Audibook's servers or servers of their contractual partners for as long as necessary for the legitimate purposes such as:
- user identification and verification of eligibility to access audiobooks and other content (name, surname, date of birth, sex, social and disability status, evidence of eligibility, membership in competent organizations),
- to notify End-user about services, conditions and changes (address, e-mail address, phone number),
- to determine the geographical location of End-users (IP address), which is necessary to ensure regionally restricted access to the content and to verify eligibility for registration.

Audibook shall keep server logs in which data on access to Blinda Mobile Application are recorded for the purpose of resolving technical issues and ensuring optimal operation of Blinda Mobile Application. The following data is stored: IP number, username, date and time of access, content accessed by the End-user and a description of the web browser. Server logs shall be kept for 1 year.

6.   Minimum technical requirements

For optimal functionality of Blinda Mobile Application End-users should use one of the following operating systems:

- Android version 7 or newer
- iOS version 13 or newer

Audibook is not obliged to support operation of Blinda Mobile Application on any hardware or software not in line with the valid minimum hardware and software requirements defined by Audibook from time to time. This includes operation of Blinda Mobile Application on discontinued versions of operating systems and/or Internet browsers.

Access to audiobooks and other content is not possible without an active Internet connection.

It is recommended that the End-users install the latest internet browser and operating system version and update it regularly. Audibook can ensure optimal operation of Blinda Mobile Application only for the latest version of the browser software, but does not guarantee that these services will work equally well on older versions of the browser or other browsers.

The End-user is solely responsible for selecting, operating and maintenance of their operating system, web browser, other computer software and hardware devices. Furthermore the End-user must ensure adequate protection against viruses and malware and ensure the security and storage of their data. The End-user is also obliged to protect their user account, in particular by not allowing its use by third parties and by properly protecting and periodically changing their password.

If any support or technical assistance is required by End.users, such requests shall be addressed to Audibook's online helpdesk: info@blinda.si every work day from 09:00 AM to 04:00 PM (CET).

7.   Limitations

Maximum of 30 audiobooks or other units may be borrowed by each End-user per month, however only 5 audiobooks or other units my be borrowed by End-user per day.

The maximum loan period during which End-user may access each audiobook or other unit is 30 days.

During the loan period each borrowed audiobook may be accessed as many times as needed without limitations. After the loan period expires, the audiobook is automatically returned and the access to it is locked.

End-user may access and listen to the streamed audiobooks or other content. However End-user is not allowed to record, store, download or reproduce audiobooks or other content in any form or by any means or technical device, nor to distribute or otherwise share any recordings containing audiobooks or other content or any parts of audiobooks or other content.

End-users may only access audiobooks or other content for their individual, private use and are strictly prohibited to publicly perform, transmit, present, broadcast, make available to the public or communicate to the public in any other way any and all audiobooks or other content by any means or technical device.

End-user is prohibited to change, adapt or interfere in any other way with audiobooks or other content available through Blinda Mobile Application.

End-user may not provide access to audiobooks or other content available through Blinda Mobile Application to any third parties and is obliged to immediately report any unauthorised access or use of their account and any other misuse of their account to the following address info@blinda.org.

Any unauthorised use of any audiobook or other content available through Blinda Mobile application is strictly prohibited and shall be immediately reported to Authorised entities and/or other competent authorities.

8.   Sanctions in Case of Breach

End-user may be temporarily denied access to Blinda Mobile Application if End-user violates this EULA. In cases when End-user is found to misuse or abuse Blinda Mobile Application, Audibook may deactivate or delete End-user's account in order to prevent further harmful conduct.

In case of a violation of this EULA, the end-user may be subject to civil and/or criminal liability.

9.   Disclaimer of Liability

Audiobook and other content units which are available on Blinda Mobile Application are provided by a competent Authorised entity from participating countries (EU member states). Audibook is not responsible for the technical or substantive equality, unrestricted access to or diversity of audiobooks and other content available.

Audibook is not responsible for the content or views of the authors of audiobooks or other content selected by the End-user, as all audiobooks and other content are available through Blinda Mobile Application in their original version as received from the competent Authorised entity.

Audibook strives to ensure that Blinda Mobile application operates smoothly, but is not responsible for any damage caused to End-users as a result of regular technical maintenance or due to temporary errors or malfunctions of the application. Audibook will strive to eliminate all errors as soon as possible and will inform End-users in a timely manner of any major technical problems or planned down-time due to maintenance.

Audibook is not responsible for disruptions, non-functioning or inability to use Blinda Mobile Application caused by third parties (i.e. non-functioning of access to Internet services, third party service providers etc.) or caused by circumstances that cannot be foreseen or prevented, such as prolonged outages or shortages of electricity or other energy sources, fires, floods, earthquakes and other natural disasters and phenomena, epidemics, quarantines or similar prohibitions or restrictions on operations, explosions, strikes, orders and prohibitions or other decisions of state authorities, court orders, wars, riots and other incidents, etc. (force majeure).

10.   Amendments

Audibook reserves the right to revise this EULA from time to time and in such case End-user shall be informed about revised version of EULA. By clicking the »ACCEPT« button or by continuing to use Blinda Mobile Application after revisions become effective, End-user agrees to be bound by the revised version of EULA.

11.   Applicable law and jurisdiction

The applicable laws and regulations of the Republic of Slovenia apply to assess EULA and any disputes that may arise between End-users and Audibook related to Blinda Mobile Application. If a dispute arises under this Agreement, End-users and Audibook shall first try to negotiate in good faith and settle the dispute. If it is impossible to arrive at a mutually satisfactory solution within a reasonable time, the dispute shall be submitted to the District Court in Ljubljana, Slovenia.

APPENDIX 1: The list of participating countries, terms of each participating country for granting the application and responsible authorities, the list of required documentation for application

The list of participating countries:
- Slovenia
- Germany
- Croatia

Application form for Access

Country	Deciding Authority	List of required documentation for application		
Slovenia	ZDSSS	Appendix 1	Appendix 2	Appendix 3
Germany	DBSV, Blista			
Croatia				

The application form is available at: https://blinda.org/register/request