

## **GENERAL TERMS AND CONDITIONS OF USE OF THE "SLOVENIAN FILM DATABASE" WEBSITE**

**Date: 2023-02-28**

### **1. INTRODUCTION**

These General Terms and Conditions of Use apply to all visitors and users of the "Slovenian Film Database" website, which is available at <https://bsf.si> (hereinafter: BSF website) and to all individual parts of this website, such as sections, subpages and others, unless explicitly stated otherwise.

Access to viewing and rental services of audiovisual works is subject to Special Conditions for Viewing and Rental of Audiovisual Works, which are available at:

<https://bsf.si/en/terms/>, in addition to these these General Terms and Conditions of Use.

The administrator of this website is the Filmoteka Institute for Promotion of Film Culture, Veselova 13, 1000 Ljubljana (hereinafter: the Filmoteka Institute).

By using the BSF website (i.e. by browsing, opening links, reading, viewing of content, etc.), visitors and users of the BSF website agree to these these General Terms and Conditions of Use. The Filmoteka Institute reserves the right to change these General Terms and Conditions of Use at any time by publishing an amended version on the BSF website along with a notice of the change. Changes to these General Terms and Conditions of Use are binding for all users and visitors of the BSF website from the date of publication of the notice of change.

### **2. THE BSF WEBSITE**

The BSF website is an educational and research project intended for electronic/online access to a comprehensive overview and archive of Slovenian film production as well as foreign film production with the participation of Slovenian filmmakers. It includes texts, photographs, audiovisual works and other content available at the <https://bsf.si> web address.

Some content (especially data, spreadsheets, etc.) is available free of charge and without restrictions. Access to or use of other content (ie viewing and rental of audiovisual works) is subject to special conditions. Users are obligated to read all visible tags and check under what conditions they are allowed to access the content and how (in what way and to what extent) they are allowed to use the content, before any use of the content available on the BSF website.

### **3. INTELLECTUAL PROPERTY RIGHTS**

The contents of the BSF website and the contents of each individual web page of the BSF website are protected as copyrighted works in accordance with the provisions of the Copyright and Related Rights Act - ZASP (Ur. L. RS, no. 21/95 et seq.) or as other objects of protection with intellectual property rights.

The Filmoteka Institute strives to the greatest extent possible to respect copyright and other intellectual property rights and therefore states the source and authorship of the

work or ownership of the rights with each publication, if this is stated in the source from which the content is received/obtained. Content that is in the public domain is clearly marked on the BSF website.

In the event that the Filmoteka Institute, despite its careful efforts, failed to find all the authors or rights holders, any rights holders of published works are kindly requested to contact us at [info@filmoteka.si](mailto:info@filmoteka.si) so that the transfer of copyright for the use of their work on the BSF website can be arranged. Also please let us know at the same address if you notice that an individual citation of authorship or source is deficient or incorrect.

Logos and other identification marks published on the BSF website may be protected as trademarks or service marks in accordance with the Industrial Property Act-ZIL-1 (Official Gazette of the Republic of Slovenia, No. 51/06 et seq.) and other applicable regulations of the Republic of Slovenia. Any use of these trademarks without the express written consent of their holders may constitute an infringement of exclusive intellectual property rights.

#### **4.USERS**

Any person freely accessing content published on the BSF website is considered a User. Some content can only be accessed by users who register a user account (hereinafter: registered Users).

Freely accessible content published on the BSF website can be accessed by Users free of charge and used by viewing, printing or downloading it in any way on their personal computer, provided that it is exclusively for private and non-commercial use.

Access to some content such as the service of viewing and rental of audiovisual works is only possible if Users register a user account. In such cases, in addition to these General Terms and Conditions of Use, registered Users are also bound by Special Conditions for Viewing and Rental of Audiovisual Works.

Without an express written permission of the Filmoteka Institute or other copyright holders, performer's rights holders or other rights holders, any other use of content published or otherwise made available/accessible to the public on the BSF website (<https://bsf.si>) or on any individual web (sub)page of this website is prohibited. Users of the BSF website are not allowed to publicly reproduce, publicly distribute, publicly transmit, publicly broadcast, publicly display or publicly communicate copyrighted works or other protected content published on the BSF website. Nor is it legal to use such content for the purpose of advertising or achieving any other direct or indirect economic benefit.

Before any type of use that is not exclusively private and non-commercial, Users are obligated to personally check whether such use is permitted and under what conditions (ie use for economic gain, public reproduction, public distribution, public display, etc.). Users must always pre-check the content of copyright and other rights notices (such as copyright-related rights, privacy rights or personal rights) and obtain additional clarification or any necessary permission(s) from authors or other copyright holders to use any copyrighted content.

The Filmoteka Institute is not responsible for any deficient or incorrect data about authors or copyright holders and other rights holders, which are stated in the sources from which the Filmoteka Institute receives content or information.

## **5.LIMITATION OF LIABILITY**

As the administrator of the BSF website, the Filmoteka Institute strives to ensure that the information published or otherwise accessible on the website is accurate, up-to-date and regularly updated and/or checked. The Filmoteka Institute is not responsible for the authenticity, correctness or verification of data and any other content that Users can access through the BSF website.

The BSF website also publishes links to third-party websites, which the Filmoteka Institute has no influence or control over. The Filmoteka Institute is not responsible for the operation of third-party websites or the accuracy and timeliness of the content published there.

The Filmoteka Institute strives to ensure smooth and error-free operation of the BSF website and to ensure the greatest possible availability and accessibility of the website, but is not responsible for any delays in updating any published content. The Filmoteka Institute is also not liable for any damage that may occur to Users as a result of regular technical maintenance, e.g. due to temporary errors in operation of the website or in the event the service is made unavailable. The Filmoteka Institute will strive to eliminate all errors in a timely fashion or as soon as possible.

## **6.PROTECTION OF PERSONAL DATA**

The Filmoteka Institute ensures the protection of all personal data in accordance with the requirements of applicable regulations on personal data protection.

Based on the permission of the Slovenian Film Center, a public agency of the Republic of Slovenia, the Filmoteka Institute processes personal and other data about filmmakers and performers on the BSF website. Such data is publicly available and collected from various sources and contains the following personal information: name, surname, nickname and photos of actors, directors, editors and other filmmakers and related persons. The Filmoteka Institute processes this data for the purpose of establishing a comprehensive database and archive of Slovenian film production and foreign film production with the participation of Slovenian filmmakers. In this way, in agreement with the Slovenian Film Centre, the BSF website provides cataloging, statistical processing, informing the general public and archiving services, as well as research, education and promotion of film and audiovisual activities in the Republic of Slovenia.

The Filmoteka Institute processes and stores personal data of Users of the BSF website. Such data is voluntarily entered by each User in the online form(s) provided on the BSF website. By entering data in the provided form(s) the User gives their explicit consent for data processing. By doing so, the User allows the Filmoteka Institute to process and store their personal data and to send them notifications and newsletters from time to time or regularly to the e-mail address specified. The Filmoteka Institute will use any collected

data about Users exclusively to personally contact the Users at their request, for providing answers to their questions and for the purpose of informing Users about implemented changes in connection with their wishes or questions. Furthermore any collected data will be used for occasional sending of e-mails of a non-commercial nature, with news about the BSF website and for statistical, marketing and other analyses and research related to Users of the website, whereby statistical data or website analytics data is always anonymized.

The User who submits their personal data to the Filmoteka Institute via any online forms, agrees and allows the Filmoteka Institute to use the User's e-mail address for the purpose of informing them about current events on the BSF website. The User can unsubscribe from electronic notifications at any time by following the unsubscribe instructions at the bottom of the e-mail received.

The User is informed and agrees that the Filmoteka Institute keeps the data provided by the User via the contact form until the User declares or indicates that they no longer wish to receive such e-mails. Other data may be kept by the Filmoteka Institute for as long as is necessary to achieve the purpose for which the data was collected. After such purpose has been achieved, the data must be permanently deleted or effectively anonymized so that the stored data can no longer be linked to any specific User.

The Filmoteka Institute also processes and/or keeps personal data of registered Users, which they enter in the form during the User account registration process. The following information is obtained and stored: name, surname, date of birth, e-mail address, address of residence, IP address. This information is necessary to ensure optimal operation of audiovisual viewing and rental services and to prevent any misuse of the BSF website and its accessible content (in particular to identify Users and verify compliance with registration conditions, to inform about services, conditions, changes, offers, etc., to ensure regionally restricted access to content and to facilitate cross-border portability of certain content).

To protect the transfer and storage of personal data, the Filmoteka Institute uses all necessary technological and organizational means (such as physical and software protection of premises and information equipment, regular updates and maintenance of hardware and software and a controlled system of usernames and passwords) to prevent unauthorized use, access, destruction, alteration, public disclosure or other unauthorized processing of personal data and ensure adequate protection of rights of data subjects.

The Filmoteka Institute will process personal data only to the extent necessary to achieve the purposes of processing and as long as this is necessary to achieve the pursued goal; if the data was obtained on the basis of user consent, for the purpose for which consent was given, the data will be stored until such consent is withdrawn. In no case will the Filmoteka Institute send or otherwise disclose personal data it has obtained to third parties, except for its subcontractors or partners (data processors) who provide services necessary for the operation of the BSF website (i.e. accounting, webhosting, system administration, financial aid, etc.). The Filmoteka Institute has signed appropriate contracts with subcontractors or partners (data processors) on data processing and storage, which

oblige them to implement appropriate technical and organizational measures to ensure the required level of protection of all personal data processed or stored for the Filmoteka Institute. Users may request a full list of subcontractors and partners of the Filmoteka Institute in writing via email.

The data subject has the right to revoke their consent at any time. Furthermore the data subject has the right to review, correct, transfer, delete or request the restriction of the processing of their personal data. An individual may at any time exercise these rights by e-mail at [info@filmoteka.si](mailto:info@filmoteka.si) or in writing at: Filmoteka, Institute for Promotion of Film Culture, Veselova 13, 1000 Ljubljana, where the individual may also ask for more information on the protection and processing of personal data.

## 7. COOKIES

The Filmoteka Institute uses web cookies (hereinafter: cookies) on the BSF website (<https://bsf.si>). Cookies are files that are stored on the User's device used to access the website. When Users revisit the website, the data collected and obtained by means of a cookie during the previous visit can be read. Cookies on the website do not allow the identification of any individual and it is not possible to determine which specific User they are. With the help of cookies, the Filmoteka Institute obtains information on how Users use the website, especially on the frequency of visiting the website, on the most accessed content, on the average time of the visit, etc. (web analytics, analytics cookies are anonymized). The <https://bsf.si/> website uses third-party services which set their own cookies. We have no control over third-party websites or the cookies they set. For the More information on individual cookies, the data controller, the purposes of processing the collected data and the duration of storage of specific cookies is listed below:

- `userAgreementVersion` - managed by Filmoteka, used to determine whether the user has accepted the General Terms and Conditions of Use of the website, stored for 2 years
- `csrftoken` - managed by Filmoteka, emergency security cookie against abuse, stored for 1 year
- `_pk_id` - managed by Filmoteka, Piwik / Matomo web analytics cookie (data is anonymized and not passed on to third parties), stored for 1 year
- `pk_ses` / `_pk_cvar` / `_pk_hsr` - managed by Filmoteka, Piwik / Matomo web analytics session cookie (data is anonymized and not shared with third parties), is stored for the duration of the session, ie until you close the browser - short lived cookies used to temporarily store data for the visit
- `_pk_testcookie` - managed by Filmoteka, Piwik / Matomo is created and should be then directly deleted (used to check whether the visitor's browser supports cookies)
- `django_language` - managed by Filmoteka, a session cookie for determining the selected language of the website, is stored for the duration of the session, ie until you close the browser

- xsrf-token - managed by Arnes, a security cookie used for secure playback of videos on tje Arness video platform, lasts as long as video playback is active or until the end of the current session
- Video playback cookies - managed by Vimeo, when playing an embedded video stored in our Vimeo account, the Vimeo service uses essential first-party cookies to ensure proper functioning of the video player
- Payment processing cookies - managed by Paypal, when paying, the PayPal payment processing system adds cookies according to their Cookie Policy.

By giving consent to the installation of cookies, the User agrees to the storage of cookies and access to cookies (or data obtained from cookies) that are already stored on the User's device. The User can also decide whether and which cookies operators or providers can install on their device by using their web browser settings (ie "do not track request"). In cases where cookies are necessary to provide a specific service, for troubleshooting or to ensure operation, un-submitted or withdrawn consent to the installation of cookies may prevent the administrator to provide the service or adversely influence optimal operation of the service or specific parts of the service.

## **8.APPLICABLE LAW AND JURISDICTION**

The applicable regulations of the Republic of Slovenia shall apply to the assessment of these General Terms and Conditions of Use of the BSF website, the Special Conditions for Viewing and Rental of Audiovisual Works and any disputes that may arise between Users of the BSF website and the Filmoteka Institute.

In the event that any provision of the General Terms and Conditions of Use or the Special Conditions for Viewing and Rental of Audiovisual Works applicable to Users of the BSF website is found to be invalid, all other provisions shall remain in force.

The Filmoteka Institute will strive to resolve all possible disputes with Users amicably. If such a dispute cannot be resolved amicably within a reasonable timeframe, the District Court in Ljubljana shall have jurisdiction to resolve the dispute.

## **SPECIAL CONDITIONS FOR VIEWING AND LENDING OF AUDIOVISUAL WORKS ON THE "SLOVENIAN FILM DATABASE" WEBSITE**

**Date: 2023-02-28**

### **1.INTRODUCTION**

1.1. These Special Conditions for Viewing and Lending of Audiovisual Works apply to all registered users of the BSF website at <https://bsf.si/> (hereinafter: the BSF website) who access audiovisual works that are available either free of charge, as a pay-per-view lending option or for lending through Slovenian libraries which have signed a partnership agreement with the administrator of the BSF website (hereinafter: partner libraries).

1.2. These Special Conditions for Viewing and Lending of Audiovisual Works apply in addition to the General Terms and Conditions of Use of the BSF website, which are binding for all Users who access the BSF website as well as any content published on the BSF website.

1.3. Access to viewing and lending of audiovisual works through the BSF website is provided by Filmoteka, Institute for Promotion of Film Culture, Veselova 13, 1000 Ljubljana (hereinafter: the Filmoteka Institute).

1.4. The Filmoteka Institute reserves the right to change these Special Conditions for Viewing and Lending of Audiovisual Works at any time by publishing the amended version on the BSF website and publishing a notice of the change on the BSF website. Changes to the Special Conditions for Viewing and Lending of Audiovisual Works are binding for all registered users from the date of publication of the notice of change.

## **2.USERS AND USER ACCOUNTS**

2.1. Any natural person over the legal age who registers a user account with a password (hereinafter: the User) may have access to viewing and lending of audiovisual works.

2.2. User account registration is free. To register and have access to all services, the User must enter the following personal information: name, surname, e-mail address, date of birth, address of permanent residence. In addition to this data, the BSF website system automatically detects the user's IP address. The User may also add a profile picture, provided that they are the holder of the copyrights necessary to publish such a picture. In the event that the use of the profile picture infringes copyrights or other rights of third parties, the User is liable for any damage caused to the rights holder and the Filmoteka Institute.

2.3. Before registering a user account, the User must read these Special Conditions for Viewing and Lending of Audiovisual Works and confirm that they accept them. The user may download, save and reproduce the Special Conditions for Viewing and Lending of Audiovisual Works.

2.4. The registration process is completed when the User activates their user account by confirming the registration via a confirmation link provided via e-mail to the User by the Filmoteka Institute. From the moment of successfully activating the account, the User is bound by these Special Conditions for Viewing and Lending of Audiovisual Works and the General Terms and Conditions of Use of the BSF website and any other rules published on the BSF website.

2.5. The User may use their user account only for their own private use and may not share the account and password with others.

2.6. By registering a user account, the User acquires the right to view audiovisual works which are available on the BSF website either free of charge or as a pay-per-view lending options or for lending through partner libraries under applicable terms and conditions and in accordance with regulations.

2.7. The viewing of audiovisual works is only possible on one device at a time. It is not possible for the same registered User to watch audiovisual works on several devices at the same time.

### **3. PERSONAL DATA PROTECTION**

3.1. The User confirms and guarantees that all data entered in the web form(s) during the user account registration process are true, correct and complete. Any change in a User's data must be reported to the BSF website administrators by e-mail: [podpora@bsf.si](mailto:podpora@bsf.si) no later than 8 days after the change.

3.2. All personal data entered by the User into the web form(s) during the user account registration process is used in accordance with all applicable rules of the BSF website on the protection of personal data, which is available at: <https://bsf.si/en/terms/>. Personal data provided by the User will be used for the purpose of communication with Users and for the purpose of ensuring optimal operation of services such as viewing of audiovisual works, lending of audiovisual works and preventing misuse of the BSF website and content available on the BSF website. Personal data provided by the User will be used in particular for the purposes of: user identification (name, surname), for notifying the User about services, conditions and changes or to send pre-authorized notifications about special offers or discounts (e-mail address), to determine the geographical location of the User, which is necessary to ensure regionally restricted access to the content and enable cross-border portability of services (residence address and IP number) and to verify eligibility for registration (birth date).

3.3. The Filmoteka Institute keeps server logs in which data on access to services are recorded for the purpose of resolving complaint procedures and ensuring optimal operation of services. The following data is stored: IP number, username, date and time of access, website and/or content accessed by the User and a description of the web browser. Server logs are kept for 1 year.

3.4. During the registration process or account setup process after successful registration, the Filmoteka Institute may require the User to submit or provide access to a valid identity document or proof of residence (eg national ID card, electricity bill, telephone bill, etc.) for the purposes of determining whether the User is of legal age and/or the place of permanent residence for the purpose of ensuring cross-border portability.

3.5. In order to comply with contractual restrictions regarding regionally restricted access to content and to ensure cross-border portability of its services and misuse prevention of the user account, the Filmoteka Institute may verify the User's IP address.

### **4. TECHNICAL REQUIREMENTS FOR USE**

4.1. To access the viewing and lending of audiovisual works service via the BSF website, the User must have access to a minimum constant internet connection speed of at least 5Mbit/s (which enables uninterrupted streaming of videos in up to and including HD resolution. This also applies to content available in higher resolution than HD, however the service will be uninterrupted only up to HD quality, which can be set in the video player).



For resolutions higher than HD, a constant speed connection of 25Mbit/s is recommended to ensure smooth playback.

4.2. The Filmoteka Institute does not provide Users with a viewing and lending of audiovisual works service on the BSF website without an active internet connection, as access to audiovisual works is not possible without it.

4.3. It is recommended to use the Google Chrome web browser for optimal performance of the viewing and lending of audiovisual works service via the BSF website. It is recommended that the User installs the latest browser version and updates it regularly. The Filmoteka Institute can ensure optimal operation of viewing and lending of audiovisual works services via the BSF website 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.

4.4. Javascript support is required for viewing and lending of audiovisual works services via the BSF website to work properly.

4.5. If the User accesses the viewing and lending of audiovisual works services via the BSF website using a publicly available internet connection or Wi-Fi network (eg hotel, bar, library, etc.), they are obligated to check the Terms and Conditions of Service of the public access provider before use. Some providers may not allow streaming services or may be limiting connection speeds below those required by the BSF website (specified in point 4.1.) in order to ensure smooth operation of services.

4.6. The Filmoteka Institute cannot provide the viewing and lending of audiovisual works services via the BSF website to Users who do not have the minimum required internet connection speed and recommended software and is not liable for loss, costs or damage caused to the User due to the User's failure to ensure minimum technical conditions are met.

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

4.8. Technical assistance is available to Users every work day from 09:00 AM to 04:00 PM (CET) via e-mail: [podpora@bsf.si](mailto:podpora@bsf.si).

## **5. VIEWING OF AUDIOVISUAL WORKS**

5.1. Free viewing of audiovisual works means that the audiovisual work is available to the User or the general public free of charge and is accessible at any time, ie at a time of the Users's choice and without restrictions on the duration and number of views. The User accesses the audiovisual works which are available for viewing free of charge, by clicking the "Watch for Free" button.

5.2. Paid viewing of audiovisual works means that the audiovisual work is available as a pay-per-view lending to the User. Viewing is available for a limited period of time, ie. within 48 hours of activation. The number of views during this time period is not limited.

5.3 A bundle of audiovisual works (hereinafter: Bundle) means that some audiovisual works may be available for purchase in a Bundle with other audiovisual works. The price of the Bundle is the price for paid viewing of all audiovisual works in the Bundle. The Bundle is valid for 30 days after purchase, each audiovisual work in the Bundle is available for viewing at least 48 hours from the moment of activation.

5.4. The audiovisual works and Bundles available for pay-per-view lending on the BSF website are clearly marked with a "Rent for" or "Rent bundle" button including the price. By clicking the "Rent for" or "Rent bundle" button, the User expresses a wish to pay to lend the selected audiovisual work or Bundle. The system asks the User in a special warning to confirm the purchase. With the confirmation of the purchase, a time period of 30 days begins, during which the User must activate the audiovisual work or works. After activation, a 48-hour period begins in which time the User can watch the selected audiovisual work or works. It is possible for audiovisual works in Bundles to be available longer than 48 hours from activation, which the Filmoteka Institute determines in agreement with the rights holders, but the availability period must not be shorter than 48 hours from activation. Activation and viewing are enabled immediately after confirmation of purchase by the User and successful payment.

5.5. Any individual audiovisual work or Bundle, for which the User has paid, is available to the User for 30 days from the confirmation of payment. During this time, the User must activate the audiovisual work or works. If the user does not activate the audiovisual work or works within 30 days of confirming the purchase, the User loses the possibility to watch the audiovisual work or works. Access to the audiovisual work or works is automatically locked. In this case, if the User has not activated the audiovisual work or works despite payment confirmation, the User is not entitled to a refund of the amount paid for lending the selected audiovisual work or Bundle.

5.6. The user can lend and pay for several audiovisual works or Bundles at the same time, but access to all ordered and paid audiovisual works will be limited to a period of minimum 48 hours from the moment of activation, after successful payment for each individual audiovisual work or Bundle.

5.7. The user can withdraw from the order of paid lending of any audiovisual work until the moment they confirm the purchase after receiving a special warning.

5.8. After the User has already been granted access to the audiovisual work or Bundle, the User no longer has the right to withdraw from the order, as the service provided by the Filmoteka Institute has already been fulfilled, thus the Filmoteka Institute has fully fulfilled its obligations.

5.9. Viewing of the audiovisual works, which are available to the Users via the BSF website, is only allowed for temporary private use of the User. Therefore, the User may not communicate the audiovisual works to the public e.g. by presenting, transmitting,

projecting, broadcasting or otherwise making it available to the public (ie to a large number of persons outside the usual circle of family or acquaintances).

## **6. PAYMENT OPTIONS**

6.1. For paid lending of audiovisual works and Bundles, the User pays a fee published next to each individual audiovisual work or Bundle. The fee is paid for each individual lending time period described in chapter 5 of this agreement and is processed immediately upon confirmation.

6.2. The User can pay the viewing of audiovisual works and Bundles by credit card or with their PayPal account via the PayPal system, whereby the User is bound by the terms of use of the PayPal system, which are published on the website [www.paypal.com](http://www.paypal.com). Each purchase is recorded in the Slovenian Film Database system, all purchases are billed immediately upon payment confirmation. To enable payment via the Paypal system, the User must enter the means of payment or log into their PayPal user account when making a purchase. Payment is possible by credit card or via the User's PayPal account and is done via the PayPal system. All personal data entered by the User into the webform for the purposes of credit card payments or PayPal login are sent to the PayPal system, where they are processed and stored for the purpose of providing payment services (in accordance with PayPal terms of use). The Filmoteka Institute does not have access to and does not store or process any information the User enters into the PayPal payment webform.

6.3. The prices listed for paid viewing of audiovisual works and Bundles are in EUR and include VAT. The Filmoteka Institute may change the prices of paid viewings at any time and publish the new prices on the BSF website.

6.4. When paying, the User receives an invoice by e-mail for each confirmed and successfully billed purchase.

6.5. The User does not pay the Filmoteka Institute for the lending of audiovisual works through partner libraries, but the User must be a member of at least one of the partner libraries, pay the membership fee and respect the terms, conditions and restrictions set by the library.

## **7. LENDING OF AUDIOVISUAL WORKS THROUGH PARTNER LIBRARIES**

7.1. A registered User can select one or more partner libraries which they are a member of in their profile and enter their membership card number and password. By clicking the "Add Library" button, the data entered is verified (authenticated) against the selected library's members database. After a successful check, the login confirmation data is as a cookie and does not need to be entered each time. The User may only link their membership card to their own user account. A User with a valid library membership and a successfully linked user account has access to all materials which each individual partner library has agreed to provide to their members.

7.2. Audiovisual works available for lending through partner libraries are clearly marked with the "Rent from a Library" button. By clicking the button, the user expresses a wish to

lend a certain audiovisual work from a chosen linked library. The system asks the User in a special warning to confirm they wish to lend the selected audiovisual work. By confirming, a time period of 48 hours begins. In said time period the user must activate the lended audiovisual work. After activation, the audiovisual work is available for the User to view for 48 hours. Activation and viewing of the selected audiovisual work is enabled immediately after successful confirmation of the lending. The number of views over the 48-hour viewing period is not limited. If the User does not activate the lended audiovisual work within the 48 hours of confirmation, access to the selected audiovisual work is automatically locked, and the lending is recorded as successful and added to the monthly / annual limits on the User's account.

7.3. Upon expiration of the lending period, the audiovisual work is automatically locked regardless of whether the User has viewed the film or not. The User can return the lended film before the lending period is over by clicking the "Return" button on their user profile.

7.4. Each audiovisual work has a limited number of simultaneous lendings available in a partner library. The total number of possible lendings is limited by the partner library and is dependent on the number of lendings the partner library has purchased from the Filmoteka Institute. If the partner library does not have any purchased lendings left, lending by Users will be disabled.

7.5. In the event the limit on the number of simultaneous lendings of an individual audiovisual work in one of the partner libraries is reached or the partner library no longer has any purchased lendings left, the User has to wait until the partner library purchases more lendings or other Users return the works.

7.6. The lending of audiovisual works will be provided by partner libraries in cooperation with the Filmoteka Institute, which will provide Users with access via the BSF website to partner library members, who will be able to lend audiovisual works for a limited period of 48 hours. Users can lend a maximum of one audiovisual work at a time. Additional conditions (eg monthly / annual limits on the number of lendings per individual User) are linked to each individual partner library and are displayed on the User's profile page after successfully connecting the User's account to their library membership. The terms of lending may change according to the requirements of the partner library. All current restrictions are displayed on the User's profile and are subject to change without prior notification.

7.7. The User is bound by all provisions of the terms and conditions of membership of the libraries they are a member of. The User is obligated to read and agree to the terms and conditions of the partner library which they are a member of. The Filmoteka Institute has no influence over the terms and conditions of the partner libraries and is not responsible for the User's misunderstanding or rejection of said terms and conditions, nor for any misunderstandings regarding said terms and conditions. The terms and conditions are available from the partner libraries. A list of partner libraries is available here: <https://bsf.si/sl/seznam-partnerskih-knjiznic/>.

7.8. By selecting the "Rent from Library" option, library members who use the audiovisual lending service through the BSF website are bound by all the provisions of the terms and

conditions of use that apply to Users of paid pay-per-view lendings, except for the obligation to pay. Lending audiovisual works through partner libraries is included in the price of the membership fee paid to the partner library. If Users select the "Rent for" option which includes the price, they are obligated to pay the price specified for the pay-per-view lending.

7.9. If any abuse or violation of the Special Conditions for Viewing and Lending of Audiovisual Works when Users are lending audiovisual works through partner libraries is detected, the Filmoteka Institute may immediately block Users from accessing audiovisual works and notify the partner libraries of the abuse.

## **8. CROSS-BORDER PORTABILITY OF SERVICES**

8.1. The Filmoteka Institute will provide any User temporarily located in a EU Member State other than their Member State of residence with unhindered access to audiovisual works and other services by providing them with access to the same quality and quantity of content, accessible under the same conditions, on the same types of devices and with the same range of functionality, at no additional cost for access and use.

8.2. When registering a user account, the Filmoteka Institute may verify the User's Member State of residence by requesting the submission or inspection of an identity document and verifying the User's IP address or by using other means permitted by Regulation (EU) 2017/1128 on cross-border portability of online content. The processing of data collected by the Filmoteka Institute for the purpose of verifying the User's Member State of residence is limited to what is necessary to ensure cross-border portability of services. This information shall not be communicated, transmitted or disclosed to anyone and shall be kept only for as long as is necessary to complete the verification of the User's Member State of residence and shall then be destroyed immediately and irreversibly.

8.3. If the User does not provide the information necessary to determine their Member State of residence, the Filmoteka Institute may not provide the User with access to audiovisual viewing and lending services in accordance with the Regulation, but only in accordance with the restrictions set by the audiovisual work's copyright holders.

## **9. TERMINATION AND DELETION OF THE USER ACCOUNT**

9.1. The User may terminate their user account at any time by submitting a request to terminate the account using the online form in the user profile. A representative of the Filmoteka Institute will contact the User in no more than 30 days after the form has been submitted in order to finalize the termination of the User's account.

9.2. In the event of termination of the User's user account, any remaining positive balance will be returned to the User via the User's chosen payment method. Any outstanding payments will be collected via the User's chosen payment method.

9.3. The Filmoteka Institute may temporarily block the User's user account in the event of any suspected violation of the General Terms and Conditions of Use or the Special Conditions for Viewing and Lending of Audiovisual Works, violation of the law or suspicion of other misuse of the user account. In such cases, the User will be asked to stop the

violations or abuse. If the User stops the unauthorized conduct within the set deadline and acts in accordance with the requests of the Filmoteka Institute, they will be allowed to continue using their user account, otherwise their user account will be deactivated. In the event of deactivation of the user account due to violations of conditions, regulations or other abuse by the User, the User is not entitled to a refund of already paid amounts for services, subscriptions or other payments, or compensation for any damage caused by the deactivation of the user account.

9.4. In the event the Filmoteka Institute assesses that the User's conduct could constitute a misdemeanor or a criminal offense in accordance with the applicable laws and regulations, the Filmoteka Institute may report such conduct by the User to the competent inspectorate or law enforcement authorities.

## **10. OBLIGATIONS, GUARANTEES AND RESPONSIBILITIES OF THE USER**

10.1. The User must comply with the legislation, the General Terms and Conditions of Use and the Special Conditions for Viewing and Lending of Audiovisual Works as well as any other instructions, documentation or recommendations received from the Filmoteka Institute.

10.2. The User may not provide access to viewing or lending of audiovisual works services via the BSF website to third parties and is obligated to immediately inform the Filmoteka Institute of any unauthorized access or use of their User account and any other misuse of their user account.

10.3. Users of the BSF website and its services, especially viewing and lending of audiovisual works are not permitted to download audiovisual works from the BSF website or any other providers accessible through the BSF website, nor are they permitted to reproduce, record or photograph audiovisual works viewed or lent through the BSF website nor to distribute or otherwise share any recordings or images containing these audiovisual works or any parts of said audiovisual works.

10.4. In the event the User violates the Special Conditions for Viewing and Lending of Audiovisual Works, the General Terms and Conditions of Use of the BSF website as well as any other other laws and regulations (especially regulations on copyrights and related rights), prohibitions (especially the prohibition of public communication and transmission of audiovisual works), the Filmoteka Institute may temporarily or permanently deny the User access to viewing or lending of audiovisual works or may deactivate and / or delete the User's account in order to prevent further harmful conduct.

## **11. VIOLATIONS AND ABUSE**

11.1. Audiovisual works available to Users for viewing or lending are protected by copyright, related and other intellectual property rights in accordance with the provisions of the Copyright and Related Rights Act, the Industrial Property Act and other applicable regulations of the Republic of Slovenia and the European Union. Any use of audiovisual works not expressly permitted by law, these Special Conditions for Viewing and Lending of Audiovisual Works, the General Terms and Conditions of Use of the BSF website or any

other clearly visible instructions shall be deemed to be an infringement of intellectual property rights.

11.2. The Filmoteka Institute is obligated to ensure the lawful use of audiovisual works accessible through the BSF website. In the event of detected violations of the terms of use or any misuse of the user account, it may prevent the User from accessing the BSF website or from further viewing or lending of audiovisual works.

11.3. The Filmoteka Institute is committed to high standards of personal data protection and will deactivate and / or delete an account without prior notice in the event any aforementioned violations are detected or the User data provided is incomplete, false or misleading.

## **12.RESERVED RIGHTS AND CHANGES TO THE SERVICES**

12.1. The Filmoteka Institute provides all viewing and lending of audiovisual works services through the BSF website in cooperation with rights holders, under the conditions and in accordance with the requirements set by the rights holders, distributors, financiers or other supporters and contractual partners.

12.2. The Filmoteka Institute cannot guarantee that all audiovisual works available to the User on the BSF website will be accessible under the same conditions. The price for viewing and lending of audiovisual works will be clearly indicated on the BSF website or, if technically feasible, also with each individual audiovisual work.

12.3. The Filmoteka Institute reserves the right to change the offered services or any part of the offered services at any time in order to change, adapt or adhere to the requirements of the rights holders or to completely terminate the viewing and lending of audiovisual works services through the BSF website. In such cases, the Filmoteka Institute will notify Users in a timely manner by posting a notification of change on the BSF website.

12.4. In the event of termination of any of the paid services, the Filmoteka Institute will charge Users for any outstanding fees. Any unused balance in the User's user account will be refunded to the User via their chosen payment method

## **13.LIMITATION OF LIABILITY**

13.1. The Filmoteka Institute strives to ensure that the services of viewing and lending of audiovisual works through the BSF website operate smoothly, but is not responsible for any damage caused to Users as a result of regular technical maintenance or due to temporary errors or malfunctions in the services. The Filmoteka Institute will strive to eliminate all errors as soon as possible and will inform Users in a timely manner of any major technical problems or planned down-time due to maintenance.

13.2. The Filmoteka Institute is not responsible for disruptions, non-functioning or inability to use the services of viewing and lending of audiovisual works through the BSF website caused by third parties (eg non-functioning of access to Internet services, third party service providers, ...) 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).

13.3. The Filmoteka Institute is not responsible for the content or views of the authors of audiovisual works selected by the User for viewing or lending, as all audiovisual works are available in their original version as received by the Filmoteka Institute from the rights holders. The Filmoteka Institute does not have the possibility to edit or otherwise intervene in the audiovisual works that are subject to viewing or lending through the BSF website. Where necessary under the rules on audiovisual media services, the audiovisual works available for viewing or lending will be marked accordingly.

13.4. The Filmoteka Institute shall not be liable for any damage caused to the User if the rights holders request the removal or restriction of access to the audiovisual works available for viewing or lending on the BSF website or if such removal or restriction of access is requested by a competent court or other state body.

13.5. The Filmoteka Institute may provide links to third party websites on its own websites, but only for the purpose of providing information or references to Users. The Filmoteka Institute is in no way responsible for the content of third party websites or their services.

13.6. The maximum amount of compensation for damages caused to the User due to errors or restrictions in access to audiovisual works and for which the Filmoteka Institute is responsible, may in no case exceed the sum of all fees paid by the User for viewing or pay-per-view lending of audiovisual works in one calendar year or the amount of 300,00 Euros.

13.7. In the event of damage caused to the User due to errors or restrictions in the lending of audiovisual works through partner libraries and for which the Filmoteka Institute would be liable, the maximum amount of compensation may not exceed ten times the annual membership fee paid by the User to any one partner library.

## **14. APPEALS PROCEDURE**

14.1. In cases where the services of viewing or lending of audiovisual works provided by the Filmoteka Institute via the BSF website are not appropriate according to the published offer or if the services were not available to the User within the set time or were limited or did not work, the User may file a complaint. The complaint must be filed within 8 days from the day when the error, deficiencies or malfunction occurred or within 8 days from the day when the User was able to detect it.

14.2. The complaint must be made in writing and must contain a detailed description of the error, defect or fault and a specification of the User's system and internet access at the time of the error (username, date and time of the error, type of device used to access the service (manufacturer, model), operating system and version number, browser and version number, nominal speed of the internet connection through which the User wanted to access the service, exact time and date of the error, access technology (wifi / LTE / cable..etc.) and access type (public / private). The complaint must be sent to: [podpora@bsf.si](mailto:podpora@bsf.si).



14.3. The Filmoteka Institute will decide on Users' complaints within 30 days of receiving a complaint containing all the necessary data.

14.4. In the procedure of deciding on a complaint, the User must provide the Filmoteka Institute with an insight into their user account and the account/service use history as well as all the information necessary to decide on a complaint. In the event that the User does not provide access to the stated information, the Filmoteka Institute may dismiss the complaint.

## **15. APPLICABLE LAW AND JURISDICTION**

15.1. The applicable laws and regulations of the Republic of Slovenia apply to assess the General Terms and Conditions of Use and the Special Conditions for Viewing and Lending of Audiovisual Works on the BSF website and any disputes that may arise between Users of the BSF website and the Filmoteka Institute.

15.2. The Filmoteka Institute will strive to resolve all disputes with Users in a peaceful way. If such a dispute cannot be resolved within a reasonable timeframe, the District Court in Ljubljana, Slovenia shall have jurisdiction to resolve any disputes.