

Carl Duisberg Portals End User Agreement

Version: March 2021

§ 1 Conclusion of contract / modifications to this End User Agreement

1.1 The following End User Agreement governs the contractual relationship between the Carl Duisberg Centren gemeinnützige GmbH, represented by its management board (hereinafter referred to as the “Provider”), as the operator of this portal, and the User of this website on the Internet.

1.2 By completing the registration process for this portal, the User tenders an offer for a contract to use the portal free-of-charge as stipulated in this End User Agreement. When the user account is activated by the Provider, the Provider accepts the offer and a contract to use the portal is concluded.

1.3 Contradictory terms or terms that deviate from those laid out in this End User Agreement shall in cases of doubt only be permitted by an express written confirmation from the Provider.

1.4 This portal is intended exclusively for the use of business customers, i.e. companies, freelancers, or self-employed persons. Use by private individuals is forbidden. The User must therefore expressly acknowledge that this End User Agreement is only valid for use in the B2B sector.

§ 2 Object of the agreement

2.1 The object of this End User Agreement is the provision of access to the website <https://www.cd-dafportal.de>, which is available worldwide on the Internet, and this portal is made available by the Provider free-of-charge.

2.2 The User has the following possibilities to use the Portal:

- View and search the product information available on the portal specified above in 2.1.
- Conduct self-assessments, needs analyses, placement tests
- Create a personal profile

2.3 The concrete graphical realization and range of features for accomplishing these contractually agreed uses of the portal and any expansion of the possibilities to use the portal through additional features are at the Provider’s discretion. Provided the contractually agreed uses of the portal are maintained, the Provider has the right to modify and adapt the concrete design of the portal.

2.4 The User acknowledges that one hundred percent (100%) accessibility of a site hosted on the Internet is dependent on too many factors and thus not possible for the Provider to guarantee. The Provider will however make best efforts to keep the site continuously available to the extent that this is possible. In particular, maintenance, security or capacity issues as well as events that are out the control of the Provider (such as outages in the public telecommunications network, power failures, etc.) may led to short outages or to temporary suspension of services on <https://www.cd-dafportal.de>.

§ 3 Registration / user account / handling of passwords

3.1 Natural or legal persons may register to use this portal. The registration of a legal person can only be completed by an authorized representative of the legal entity. Only Users who are at least 18 years old may register on the portal.

3.2 The user is obliged to enter the required personal data as indicated on the registration form in a truthful and full manner and must keep these data current. The Provider retains the right to remove accounts that contain false or misleading information from the portal.

§ 4 Duties of the User

4.1 The User may only use the functions and content made available by the Provider in accordance with the contractually agreed purposes. Any misuse of the portal that exceeds these contractual boundaries is hereby prohibited. Such unauthorized use includes in particular the following:

- systematic collection of the contact data of other Users with the intention to disclose these to third parties;
- any actions whatsoever that lead to extreme load on the system or may cause system failures;
- the use of other persons' identities for purposes of registration;
- employing automated systems (in particular bots, spiders, and other such technology) that access the portal in such a manner that within a certain time period more requests are sent to the server than a human using a publicly available, not modified, standard web browser would reasonably be able to produce;
- the use of the content on the portal for any commercial purposes whatsoever, without first obtaining written authorization to do so from the Provider;
- publication of the contents, data, or information that are in violation of criminal statutes or which are protected intellectual property of third parties;
- intolerable harassment of other users through aggressive, obscene, insulting, libelous, or importunate forum posts or messages.

4.2 Each of the breaches of duty or a concrete suspicion of such a breach shall entitle the Provider to take action to stop the misuse or excessive use of the portal as well as immediate termination of the contract for use of the portal and freezing the user account. In addition, the Provider has the right to refuse to reactivate the account for the offending user for a period of one (1) year from the date of termination.

4.3 Statements and comments in messages, forums, or blogs should follow the standards of common decency and politeness when interacting with other users. Criticism and statements of personal opinions should be made in a constructive manner.

§ 5 Termination / deletion of the user account

5.1 The User is entitled to immediately terminate the contract for use of the portal with the Provider at any time without providing grounds for the termination. The termination must be made in writing (by email, letter, or fax), or the User may terminate the contract by deactivating the user account.

5.2 The Provider is entitled to terminate the contract for use of the portal by giving one (1) month's notice, and in such cases the contract shall terminate on the last day of the following month.

5.3 In addition to giving notice to terminate as above in 5.2, the Provider is entitled to terminate the contract for use of the portal immediately if a compelling reason can be demonstrated. In particular, a compelling reason exists if the User

- commits consistent and serious violations of contractual duties (cf. § 4)
- is found guilty of committing serious violations of statutory regulations through the use of the portal

In these cases, the Provider is entitled to delete the user account and has the right to refuse to reactivate the account for the offending user for a period of one (1) year from the date of termination.

§ 6 Liability

6.1 The Provider shall be liable in cases of premeditation or gross negligence as defined in the relevant statutes. Liability for any possible guarantees shall be determined irrespective of which party is at fault. For ordinary negligence, the Provider shall be liable only to the extent stipulated in the German Act on Liability for Defective Products (Gesetz über die Haftung für fehlerhafte Produkte) for claims for injury to life, limb, or health or claims resulting from breach of substantial contractual duties. However, the right to compensation for damages due to ordinary negligence shall be limited to foreseeable damages typical of this type of contract as long as the Provider is not liable for injury to life, limb, or health. For damages caused by the Provider's representatives and subcontractors, the Provider shall be liable to the same extent as if they caused these damages.

6.2 The provisions above in section 6.1 cover damages in addition to performance, damages in lieu of performance, and claims for compensation due to wasted expenditures, regardless of the legal basis for making the claim, including liability for defects, delay and impossibility of performance.

6.3 In particular, the Provider is not liable for

- any indirect or consequential damages that the User may suffer; this excludes any loss of profits (regardless whether these are direct or indirect), any loss of business reputation or similar as well as any data loss suffered by the User;
- any loss or damage that affects the User as a result of any modifications that the Provider makes to the portal, or any permanent or temporary changes in the availability settings of services or functions hosted on the portal.

6.4 To the extent that is reasonable, the Provider monitors the content, data, information, and links that third parties post on the portal in order to be able to react to user violations of contractual duties. Beyond this reasonable degree of content monitoring, the Provider assumes no responsibility for the content, data, and/or information that third parties post on the portal and is not responsible for the content of external websites linked on the portal. In particular, the Provider makes no guarantee that such content is true, nor that it fulfils or serves a particular purpose.

6.5 To the extent that the Provider's liability is excluded or limited, this shall also apply to the personal liability of the Provider's employees, representatives, and subcontractors.

§ 7 Closing provisions

7.1 This contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of international civil law and the United Nations Convention on Contracts for the

International Sale of Goods. Exceptions to this are claims made in the areas of commercial intellectual property and copyrights.

7.2 Any invalid provision of this End User Agreement shall not affect the validity of the other provisions of this End User Agreement. In place of invalid provision, an appropriate valid provision that most closely reflects the purpose of the invalid one shall be substituted.

7.3 The place of jurisdiction is the registered address of the Provider.