

# General Terms of Use

## for the Carl Duisberg Portals (Courses)

### § 1 Scope of Terms of Use

- (1) These terms of use apply to the online portals service offered by Carl Duisberg Centren gemeinnützige GmbH, Hansaring 49-51, 50670 Cologne, which is represented by Dr. Kai Schnieders and Jörn Hardenbicker, Managing Directors; HRB 847 - Cologne, VAT ID: DE 811540485 (hereinafter referred to as: "CDC").
- (2) CDC provides online portals as an optional service for persons participating in CDC courses (hereinafter referred to as: "participating persons"). The online portals are categorically not to be understood as being separately chargeable supplementary services for the courses concerned. However, in individual cases and on the basis of a separate agreement, CDC also offers the use of the online portals separately as an individual course.
- (3) The current version of the terms of use can be accessed and printed out at any time on the website of the respective portal.

### § 2 User agreement and user account

- (1) By completing the online registration process and creating a profile, a user agreement is entered into with CDC.
- (2) Subject of the user agreement is the use of the respective online portal which is part of the registration procedure.
- (3) In order to create a user profile, a user account has to be set up (hereinafter referred to as: "registration"). Registration requires a user name and a password (hereinafter referred to as: "login data"). The creation of a user account is only possible if the user provides a current e-mail address. This e-mail address is also used for correspondence with CDC.
- (4) Registration is only intended for participating persons taking part in CDC courses. Registration is also only intended for those participants who receive a corresponding access code or password from CDC for registering to use the portal. Otherwise, there shall be no entitlement to registration or use of the portal.
- (5) The user is obliged to use the log-in data responsibly. In particular, the user is prohibited from disclosing the log-in data to third parties and/or allowing third parties to access the profile by circumventing the log-in data.
- (6) If the user fails to fulfil the obligations as outlined in the preceding paragraph and the respective user account is used by third parties, the user shall be held liable for all activities that take place using this user account. The user shall not be liable if he is not responsible for the misuse of his user account.
- (7) The user shall ensure that the data used in the creation of his profile (hereinafter referred to as: "profile data") is accurate and complete.
- (8) The prevailing contractual language for the user agreement is German. In the case that CDC provides the user with translated versions of these terms of use, these shall serve merely as a guide; the German version shall be authoritative in all cases.

## § 3 Rights of use for the profile

- (1) By accessing the profile, the user is granted access to a range of services and content available on the portal. These include, but are not limited to: obtaining information about subjects available on the portal, conducting self-assessments, needs analyses, and placement tests, as well as setting up personal profiles. The services provided by the portal also encompass electronic information services, which may include the dissemination of portal-related content and information via email to the user. The specific extent of the services and content provided is contingent upon the nature of the particular portal and its corresponding description of contents.
- (2) At any time, CDC reserves the right to block or remove certain services and content; for example, in the event of justified suspicion of a potential violation of applicable law or the rights of third parties. The user is not entitled to continuous access to any specific functionality of the portal.
- (3) CDC strives to make every effort to offer a continuous, uninterrupted operation of the portal; understandably, this is limited to services over which CDC has an influence. However, CDC reserves the right to limit access to the portal, either partially or entirely, for temporary or permanent periods, owing to maintenance activities, capacity constraints, or other circumstances beyond its control. In such instances, CDC will consider the legitimate interests of its users in a fair and appropriate manner.

## § 4 Duties of the user: uploading content

- (1) By using the CDC portal, the user is obliged not to upload any content that violates applicable law or moral standards, whether by content, form, design or otherwise. Specifically, the user is obliged to comply with all relevant laws (such as criminal law, competition law and youth protection law) when uploading content and not to infringe upon the rights of third parties (such as name, trademark, copyright, image and data protection rights).
- (2) It is not permitted to disseminate content, which represents, concerns, or contains
  - racism
  - glorification of violence and extremism of any kind
  - incitement and instigation to commit criminal offences and violations of the law, threats against life, limb or property
  - incitement against persons or companies
  - statements that violate personal rights, slander, defamation and defamation of character to the detriment of users and third parties
  - violations of the law of fair trading
  - copyright infringing content or content that infringes other intellectual property rights
  - sexual harassment of users and third parties
  - pornography
  - offensive, sexist, obscene, vulgar, vile or disgusting materials and expressions. This provision remains in effect even if the content in question does not breach any laws, infringe upon the rights of third parties, or contravene moral standards.
- (3) Unauthorized use of copyrighted content is prohibited in contributions unless consent is obtained from the respective rights holder in compliance with the applicable copyright law pertaining to the right to citation. To properly attribute citations, use the citation function and highlight the text, while also indicating the source.

## § 5 Further duties of the users

- (1) The user is prohibited from using the portal to send unsolicited messages with advertising content to other users or third parties (spam messages) without obtaining the recipient's explicit consent.
- (2) To ensure the smooth operation of the portal and its underlying technical infrastructure, the user is prohibited from engaging in any activity that may cause impairment. Such activities include, but are not limited to:
  - The utilization of software, scripts, or databases in conjunction with portal usage;
  - The automated reading, blocking, overwriting, modification, or copying of data and/or other content, unless deemed necessary for appropriate portal usage.
- (3) If the user experiences any disruptions while using the portal or its functionalities, they shall be obliged to promptly notify CDC of such disruptions. The same shall apply if the user becomes aware of any content published by third parties that clearly violates applicable laws or the rights of third parties.

## § 6 Rights of use

- (1) By posting content on the portal, the user grants CDC an irrevocable, non-exclusive, royalty-free license to use the content without limitation as to space, time, or content, solely for the intended purpose of providing portal services. CDC reserves the right, at any time, to use, edit, and exploit the content as needed for this purpose. This includes reproduction, distribution, and public reproduction rights, specifically for making the content available to the public as part of the portal operation and service provision.
- (2) All portal content are the property of CDC or CDC's licensors. Users are strictly forbidden from copying, distributing, or publishing any content uploaded by CDC, other users, or third parties. Unauthorized distribution and/or reproduction of any portal content without CDC's consent is prohibited.

## § 7 Liability

- (1) CDC shall be held fully liable for any intentional and grossly negligent acts under the Product Liability Act. Additionally, in cases where harm is caused to an individual's life, limb, or health due to CDC's slight negligence, CDC shall be held fully liable without any limitations.
- (2) In all other aspects, the following limited liability shall apply: CDC shall only be held liable in cases of slight negligence if there is a breach of a crucial contractual obligation that is necessary for the proper execution of the contract and which the user can regularly rely on (cardinal obligation). Liability for minor negligence is capped at the amount of damages that could be predicted at the time the contract was entered into and would typically be expected. This limitation of liability also applies to CDC's vicarious agents.

## § 8 Right of indemnity

The user will indemnify and hold CDC, employees or agents harmless in the event of claims being made on the basis of an alleged or actual infringement of rights and/or infringement of third party rights against all claims by third parties which have arisen from actions by the user in connection with the use of the portal and for which the user is responsible. In addition, the user shall undertake to reimburse CDC for all costs

incurred by CDC as a result of claims made by third parties. Reimbursable costs also include the costs of a reasonable legal defence.

## § 9 Data protection

To access all relevant information pertaining to the handling of personal data, the user may refer to CDC's data protection declaration, which can be found on the portal.

## § 10 Duration of the User Agreement and Termination

- (1) The user agreement shall run for an indefinite period and may be terminated by either party at any time without prior notice or justification. If CDC has agreed with a user on either a basic term or a specific period for granting access to the portal in an individual case, then the user may not terminate the agreement before the expiration of the basic term or the agreed-upon period. The right to terminate the agreement under extraordinary circumstances shall remain unaffected.
- (2) In the event of termination, the user's access to their profile and any uploaded content will be immediately revoked. It is the user's responsibility to ensure that all data is backed up prior to termination.

## § 11 Amendment of the Terms of Use

- (1) CDC reserves the right to amend or supplement the provisions outlined in these terms of use at any time, and such changes will be applicable for all future interactions.
- (2) Users will be notified of any amendments or supplements to the terms of use via email at least six weeks prior to the effective date. The detailed version of the amended or supplemented terms of use, or the entire new version of the terms of use, need not be provided. A notification of the amendments or supplements made will suffice. CDC will include a link in the notification for users to view the complete updated version of the terms of use.
- (3) If the user does not object to the amendments or supplements to the terms of use within 30 days of the announcement of the amendments or supplements, this shall be deemed to be consent to the amendments or supplements; CDC will point out this legal consequence separately in the notification of amendments.
- (4) Amendments or supplements to the terms of use are also permissible without the user's consent or lack of objection if (i) the changes are solely beneficial for the user, (ii) insofar as CDC is obliged to update the terms of use so that they are in compliance with legal requirements, in particular in the event of changes to the legal situation and/or (iii) CDC has to comply with a court ruling or an official decision with the amendment; CDC will provide appropriate information about corresponding amendments to the terms of use.
- (5) CDC may also perform an amendment to the terms of use by displaying the amended or supplemented terms of use to the user following the user's registration on the portal and by the user confirming such terms of use.

## § 12 Closing provisions

- (1) In the case that these terms of use should include any invalid provisions, the validity of the remaining terms of use shall remain unaffected.

- (2) Subject to a separate agreement with the user, the services shall be provided exclusively on the basis of these terms of use.