

## **Terms of Use for the Fraunhofer-Alumni Portal**

By registering at the Fraunhofer-Alumni Portal (hereinafter: the "Portal"), you declare your agreement with the following Terms of Use:

### 1. Scope and content; purpose and operator of the Portal

1.1 These Terms of Use apply to the online offer at [www.alumni.fraunhofer.de](http://www.alumni.fraunhofer.de). The operator of the Portal is the Fraunhofer-Alumni e. V., Hansastrasse 27c, 80686 Munich (hereinafter the "Fraunhofer-Alumni"). Details about the operator (e.g., authorized representatives, contact details, association register details) can be found in the legal notice of the Portal.

1.2 The Fraunhofer-Alumni Portal is the proprietary Internet platform of Fraunhofer-Alumni (with login at [www.fraunhofer.alumni.de](http://www.fraunhofer.alumni.de)), where registered users can become informed, network, exchange ideas and communicate via messages and forum posts. With regard to membership in Fraunhofer-Alumni and in addition to these provisions, the statutes and the contribution regulations of Fraunhofer-Alumni apply, the current version of which is available at the bottom of this website.

### 2. Conclusion of contract; access authorization

2.1 The contract with Fraunhofer-Alumni regarding the use of the Portal occurs with the conclusion of the online registration process and subject to a confirmed membership as a full member of Fraunhofer-Alumni. The registration is completed when, after your application on the Portal, you have received the request for confirmation of your registration by clicking on the indicated link, which you will receive from [noreply@alumni.fraunhofer.de](mailto:noreply@alumni.fraunhofer.de).

2.2 Access to the Portal, subject to the statutes and the contribution regulations, is offered only to alumni of the Fraunhofer-Gesellschaft or a foreign Fraunhofer subsidiary with a verified affiliation to Fraunhofer or a foreign Fraunhofer subsidiary as former employees as well as current employees of Fraunhofer or a foreign Fraunhofer subsidiary with administrative, moderation or editorial rights. We explicitly reserve the right to exclude users who do not fulfill these requirements from using the Portal. In addition, Items 5.3 and 5.4 of these Terms of Use shall apply.

2.3 The extent of the access authorization may, according to the statutes or the contribution regulations, depend on the type of membership. In this regard, members with the status of "Talent Member" (which is free of charge) in particular will only have limited access to the functions of the Portal until their employment begins.

2.4 The application for membership will be submitted to the branch in the context of the online registration process or by means of a written application for membership. The branch will reach a decision regarding your membership application. The activation of your user account will be subject to a positive decision concerning your membership application. If your membership application is rejected, the right of use will also be declined.

2.5 You may not register as a member of the Portal more than once.

### 3. User account and profile

3.1 The use of the Portal and the creation of a profile require the creation of a user account. This consists of a user name and a password ("login data"). The creation of a user account is only possible with a current e-mail address of the user. This e-mail address can also be used to communicate with Fraunhofer-Alumni.

3.2 The data you provide during registration (such as name, e-mail address, postal address) have to be accurate and complete. They have to be your own data. This also applies to data that you enter into your personal profile after your registration (e.g., information about professional activities).

3.3 You are obligated to carefully handle your login data and to prevent the use of the login data by third parties.

3.4 You can prevent your profile (which is visible to other association members in the Portal) from being visible at any time by sending a request in this regard, in writing or by e-mail, to [info@fraunhofer.alumni.de](mailto:info@fraunhofer.alumni.de). Your profile and the personal data stored therein will then no longer be visible to other members of the association. The personal data which you provide in the application form will be used exclusively for the purposes of the association of the Fraunhofer-Alumni e.V. (e.g., invitation to the General Meeting). Nevertheless, content which you have posted in the Portal will remain there even after the completion of the usage relationship.

### 4. Right of revocation

You shall be entitled to revoke this contract within a period of fourteen days without giving reasons in this regard.

The period of revocation shall be fourteen days from the date of conclusion of the contract.

In order to exercise your right of revocation, you shall have to inform us, Fraunhofer-Alumni eV, Hansastrasse 27 c, 80686 Munich, [info@alumni.fraunhofer.de](mailto:info@alumni.fraunhofer.de), Tel .: +49 (0) 89 1205 2159, Fax .: +49 (0) 89 1205 772159, of your decision to revoke this contract by means of a clear statement (e.g., a letter sent by paper mail, a fax or an e-mail). You can use the enclosed sample revocation form for this purpose, but this is not mandatory.

To adhere to the revocation period, it is sufficient that you send notification of your exercising of the right of revocation before the end of the revocation period.

### Consequences of revocation

If you revoke this contract, we shall have to return to you all the payments that we will have received from you, including the delivery costs (with the exception of any additional costs resulting from your selecting a different type of delivery than the most favorable standard delivery offered by us), immediately and at the latest within fourteen days as of the date on which the notification of your revocation of this contract has been received by us. For such repayment, we will use the same means of payment that you used in the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for these repayment fees.

### Sample revocation form

If you wish to revoke the contract, please fill out this form and return it.

To Fraunhofer-Alumni e.V. c/o Fraunhofer-Gesellschaft, B11  
Hansastraße 27c, 80686 Munich, info@alumni.fraunhofer.de, Fax: +49 (0)89 1205  
772159

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*):

Ordered on (\*)/received on (\*)

Name of consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in the case of a communication on paper)

Date

(\*) Cross out if not applicable.

End of the revocation instructions

The right to have your profile in the Portal no longer visible at any time under the terms of Item 2.6 of these Terms of Use shall remain unaffected.

## 5. Operation and use of the Portal

5.1 You are solely responsible for the information and content (e.g., texts, pictures or videos) that you make available on the Portal. You agree to abide by applicable law (e.g., criminal law and youth protection law) as well as to not violate any third party rights (e.g., copyright and other intellectual property rights, name rights and other personal rights).

5.2 Fraunhofer-Alumni is entitled, at any time and without prior notice, to block access to individual content that you have posted on the Portal or to or remove such content from the Portal if it is suspected that such content violates applicable law or the rights of third parties.

5.3 You are not entitled to maintain individual functions of the Portal. Fraunhofer-Alumni is entitled to discontinue the operation of the Portal in full or in part at any time without giving any reasons whatsoever, without claims for damages arising as a result. The discontinuation of the operation will be communicated to you in advance.

5.4 Fraunhofer-Alumni strives for trouble-free operation of the Portal. This is, of course, limited to performances regarding which Fraunhofer-Alumni has an influence. Fraunhofer-Alumni is entitled to restrict access to the portal in whole or in part, temporarily or permanently, due to maintenance, capacity issues and other events that are not within the power of Fraunhofer-Alumni.

5.5 In the case of any communication between the users via the portal, any contractual relations shall arise exclusively between the participating users. In this context, Fraunhofer-Alumni is not a representative, nor will Fraunhofer-Alumni itself become a contract partner.

5.6 You may only use the portal for private purposes and may not perform any advertising for yourself or third parties. This means, in particular, that you are not allowed to send any messages containing advertising content to other users of the portal without having previously obtained our prior consent as well as the consent of the recipient.

5.7 Users can exchange information about specific topics in forums. All users can join open forums; for closed forums, an invitation has to be provided by the forum moderator. You do not have any claims concerning access to individual forums or institute portals within the Portal. At your request, the moderator shall decide upon your access to a closed forum or an institute Portal. The moderator can, without reason, refuse a request, cancel an activation or delete individual contributions.

5.8 If you open a forum within the Portal, you become a forum moderator. As such, you shall have to ensure that the content in this forum is in accordance with the Terms of Use, as well as to remove any illegal content.

## 6. Other behavioral requirements concerning the Portal

6.1 When using the Portal, in addition to compliance with legal requirements and the protection of third-party rights (cf. Item 5.1), you also have to maintain good manners and morals. This means, in particular, that you:

- do not place any content on the Portal that may be perceived by other users as offensive, defamatory or irreverent;
- do not upload files that are infected with a virus or make it appear so.

6.2 You have to refrain from any actions which may be detrimental to and/or which excessively burden the operation of the Portal or the technical infrastructure behind it. This particularly includes:

- the use of software, scripts or databases in connection with the use of the Portal;
- blocking, overwriting, modifying or copying data and/or other content of the Portal if this is not necessary for the proper use of the Portal;

6.3 We are entitled, at any time and without prior notice, to block access to individual content that has been posted on the Portal or to or remove such content from the Portal if it is suspected that the setting of this content violates the above-mentioned behavioral requirements.

## 7. Rights of use

7.1 In so far as copyrights exist on the Portal, these rights are held either by Fraunhofer-Alumni or – if they involve content that you have created and posted on the Portal – by you. You are obligated to take this into consideration and to undertake not to use any content of the Portal, regardless of the nature, yourself, whether for private or commercial purposes, beyond the possibilities offered within the context of the Portal itself. This does not apply to the content that you have posted.

7.2 You are not entitled to use the information or other content that is posted on the Portal for other than private purposes; you are particularly not permitted to make use of such information or content commercially. Any reproduction (even in excerpt form) of information posted on the Portal is only permitted for our own use. Any use beyond this limitation shall be subject to the express prior written consent of Fraunhofer-Alumni.

7.3 For content that you post on the Portal, you grant Fraunhofer-Alumni a non-exclusive right of use, free of charge and unrestricted in terms of space, time and content, particularly for the purpose of storing the content on the server(s) of the Portal as well as for the purpose of permanent public reproduction of the content on the Portal – be it in whole or in part. Fraunhofer-Alumni is entitled to use, edit and exploit the content at any time. This particularly includes the right to reproduce it, to disseminate it as well as to make it publicly accessible. The user waives the right to have the content attributed to the person who has created it.

7.4 As far as necessary for the use of the contents according to the purposes described in Item 7.3, Fraunhofer-Alumni shall be entitled to transfer the granted rights to third parties and/or to grant the same rights of use to third parties.

7.5 You assure that you are authorized to dispose of the rights granted pursuant to Item 7.3 above to the extent governed by these Terms of Use and that there are no rights of third parties to the content that oppose the use of said content pursuant to this contract.

## 8. Duration of use of the Portal; termination

8.1 The contract of use for the Portal runs indefinitely and can be terminated by both parties at any time without observance of a period of notice and without reasons being given in this regard. If the user triggers the deletion of his profile, this corresponds to the termination of the usage contract. The same applies in the case of the complete discontinuation of Portal operation (cf. Item 5.3).

8.2 The contract regarding the use of the Portal ends automatically and without further notice with the termination of your membership in the Fraunhofer-Alumni e.V.

8.3 The parties remain entitled to terminate the contractual relationship extraordinarily for important reasons. An important reason for the extraordinary termination by Fraunhofer-Alumni is particularly any violation by you of essential contractual obligations. Significant contractual obligations are those of which the fulfillment makes the proper implementation of the contract even possible, and upon the compliance of which the contractual partner may regularly rely. In particular, you violate a fundamental contractual obligation if you

- obtain access to the Portal contrary to the prerequisites of Items 2.2, 2.4 and 2.6 or provide data in contravention of Item 3.2;
- provide third parties with access to the Portal in violation of Item 3.3;
- post content on the Portal in violation of the obligations in Item 5.1,
- violate the other behavioral obligations pursuant to Items 7.1 and 7.2.

8.4 In particular, in the case of serious violations of contractual obligations (e.g., the violation of copyrights or other protective rights, the infringement of personality rights or the posting of particularly offensive, defamatory or irreverent contents), we shall be entitled to exclude you from the use of the Portal as well as to completely delete the user profile, including all data, immediately and without prior notice. We reserve the right to initiate civil and/or criminal proceedings, particularly the claiming of damages and/or the filing of a criminal complaint.

## 9. Data protection

The use of the Portal makes the storage, use and processing of your personal data by us unavoidable. We assure that the stored data will be handled carefully and will be used solely for the purposes of the operation of the Portal as well as for the administration of your association membership. Any further use of personal data will only be performed by us if this is legally permissible or if you have given your prior consent in this regard. For further information concerning the handling of your personal data as well as detailed information about your rights in connection with the use of your data, please refer to our Data Protection Statement for the Alumni Portal.

## 10. Liability

10.1 Unlimited liability: Fraunhofer-Alumni is liable for intent and gross negligence. Fraunhofer-Alumni shall be liable for slight negligence in accordance with the Product Liability Act, as well as in the case of damage resulting from injury to the life, limb or health of persons.

10.2 Limitation of Liability: In the case of slight negligence, Fraunhofer-Alumni shall only be liable

- in the case of a breach of a fundamental contractual obligation, the fulfillment of which makes the proper implementation of the contract even possible and upon the compliance of which the contractual partner may regularly rely (cardinal obligation) and
- with a limit in terms of amount to the foreseeable and contractually typical damages.

10.3 This limitation of liability also applies for the benefit of Fraunhofer's vicarious agents.

## 11. Exemption

11.1 If you violate statutory provisions or the rights of third parties through actions in connection with your use of the Portal and/or through contents posted by you on the Portal, you exempt Fraunhofer-Alumni and Fraunhofer as well as their employees or authorized representatives from all resulting claims of third parties and undertake to reimburse all Fraunhofer-Alumni for any costs arising from the respective use. The reimbursable costs include, in particular, the costs of appropriate legal defense that arise for Fraunhofer-Alumni in contesting third-party claims. In this case, you will be informed without delay of the measures to be taken in terms of legal defense.

## 12. Final provisions

12.1 Should one or more provisions of these Terms of Use be or become invalid, the effectiveness of the other provisions shall remain unaffected thereby.

12.2 The services are exclusively based on these General Terms of Use, provided that Fraunhofer-Alumni has not expressly agreed on its part to the inclusion of General Terms and Conditions in writing.

12.3 The contractual language is German and English.

12.4 German law shall apply to all claims arising out of or in connection with this contractual relationship, with the exclusion of the provisions of the United Nations Convention and Contracts for the International Sales of Goods (CISG).

12.5 All changes or additions to these Terms of Use shall require the text form (Section 126 b BGB [German Civil Code]). Amendments to these Terms of Use by Fraunhofer-Alumni will take effect after an announcement period of 28 days. Irrespective of which notice clauses apply at the time of the announcement in accordance with these Terms of Use, the user shall be entitled, in the case of changes to the Terms of Use, to a special right of termination of his use of the Portal, which has to be claimed within 14 days upon receipt of the announcement, by means of the user prompting the deletion of his profile.