

## **STANDARD TERMS AND CONDITIONS OF UTILIZATION FOR ESMT.ORG**

www.esmt.org and its subdomains (e. g. press.esmt.org, knowledge.esmt.org, annualforum.esmt.org, de.esmt.org, m.esmt.org, blog.esmt.org) (hereinafter "sites") is an offering of ESMT European School of Management and Technology GmbH, Schlossplatz 1, 10178 Berlin, Germany (hereinafter referred to as "ESMT"), with topical information on all service offerings of the ESMT accessible to everyone. There is no legal claim to utilization of the offering.

These terms apply to all users of and visitors to the sites (hereinafter "you"). By using the sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from accessing, using and/or contributing to the sites. These terms of use may be amended at any time. Revised terms of use take effect immediately from the time they are published and continued use of the sites will be deemed acceptance of updated or amended terms.

### **1. UTILIZATION OF THE CONTENTS**

**1.1** The contents of ESMT's sites only be used for personal purposes by users. Any transfer to a third party shall not be permitted unless this is electronically supported by ESMT (e. g. download offering for press releases). It shall be prohibited to alter or remove copyright references, trademarks or other references.

**1.2** ESMT shall be free to terminate, interrupt or restrict the offering at any time as a whole or in part, in general and/or in the area only accessible to registered users.

**1.3** On the microsite knowledge.esmt.org and the blog blog.esmt.org third parties (users) may make available contents, too (comments). This shall be considered as subjective statements by users which are regularly controlled by ESMT. Nonetheless it cannot be excluded that any statements contained therein are incorrect or violate rights of third parties. ESMT shall endeavor to keep such contents away from the platform and/or have them removed. ESMT shall not be liable for any such contents.

### **2. REGISTRATION**

**2.1** In the interactive forms of utilization (blog.esmt.org, knowledge.esmt.org) users may comment under a pseudonym by indicating a fictitious name or making other fictitious statements. Even comments from non-registered users are permitted.

**2.2** In contrast to comments of non-registered users mentioned under 2.1 blog entries on the interactive forms of utilization are only allowed by registered users (blog authors). Usually blog authors are encouraged by ESMT. After the first registration, which is made by ESMT, the blog authors are permitted to change their data entries.

**2.3** The user name chosen and any passwords issued may not be made accessible to third parties. In the event of abusive utilization of user names and/or passwords, the user must inform ESMT without delay as soon as he/she obtains knowledge of such abusive use.

**2.4** The user may end the authorized access granted through the user name and password at any time by sending an email to webmaster@esmt.org. In this case the account of the user is inactivated. These accounts are regularly deleted. The published contents of this user shall, however, be maintained.

### **3. GENERATION OF CONTENTS BY USERS ("USER-GENERATED CONTENTS")**

**3.1** In the interactive forms of utilization (blog.esmt.org, knowledge.esmt.org) registered users (blog authors) and non-registered users (commentators on ESMT Knowledge and blog) have the possibility to actively publish own contents, hereinafter referred to as "User-generated Contents".

**3.2** With the entry of User-generated Contents the user shall grant ESMT the free-of-charge, non-exclusive right without limitation in terms of contents, space and time to utilize the contents in all known forms of utilization,

including duplication, processing, publication and public accessibility, translation, processing, dissemination and, more particularly, the right to publish the contents in the ESMT website or websites run by third parties and to allow users of these websites unrestricted access to these contents, to transmit the contents, to make them available and accessible on the Internet and in proprietary online services as well as to disseminate them on all known data carriers free-of-charge or against payment of compensation as well as to use contents in advertising materials produced by ESMT or on behalf of ESMT.

**3.3** ESMT shall be free to remove and/or alter User-generated Contents without any prior announcement and without any statement of reasons.

**3.4** It shall be prohibited to contribute User-generated Contents which violate any applicable laws; this shall apply, more particularly, to right-wing extremist, pornographic, racist, insulting, libelous as well as defamatory contents or contents which are damaging to the interests of ESMT. The user shall be responsible for User-generated Contents to be legally incontestable and ensures that he/she is the sole author of the User-generated Contents and/or holds the rights referred to in the aforementioned Clause 3.2. The user shall indemnify ESMT against all claims of third parties which the latter assert against ESMT because of User-generated Contents, regardless of the legal grounds (including claims under the Copyright Act as well as claims based on an infringement of privacy).

#### **4. LIABILITY**

**4.1** ESMT shall only be liable for damage – regardless of the underlying causes – in the event of intention or gross negligence of its legal representatives, employees or any other vicarious agents. This shall apply mutatis mutandis in the event of violation of pre-contractual or sub-contractual duties, tortuous acts as well as in the event of damage or consequential damage caused by defects. The afore-mentioned provisions shall not apply in the event of infringements of cardinal duties.

**4.2** If ESMT is liable, it shall only be liable to the extent that damage was foreseeable. The damage of ESMT shall in these cases be limited to EUR 2,000 per damage. This restriction of liability shall not apply if the damage is based on the fact that a legal representative or senior executive of ESMT has acted intentionally or by gross negligence or if any other vicarious agent has violated a cardinal duty intentionally or in a grossly negligent manner.

**4.3** The exclusions or restrictions of liability referred to in the afore-mentioned paragraphs 4.1 and 4.2 shall not apply if representations have not been made or in the event of damage caused by injuries to life, limb or health.

**4.4** The exclusions and/or restrictions of liability referred to in Clauses 4.1 to 4.3 shall apply mutatis mutandis to claims vis a vis affiliated companies and data suppliers of ESMT as well as the legal representatives, senior executives and other vicarious agents of ESMT, its affiliates and data suppliers.

#### **5. DATA PRIVACY**

ESMT's data privacy declaration (see [www.esmt.org](http://www.esmt.org)) applies.

#### **6. MISCELLANEOUS**

**6.1** These Standard Terms and Conditions of utilization and the relationship between the user and ESMT shall solely be governed by German law.

**6.2** Should one or more provisions of these Standard Terms and Conditions of utilization be or become invalid, the validity of the remaining provisions shall not be affected.

**6.3** ESMT reserves the right to amend these Standard Terms and Conditions of utilization at any time with effect for the future.

## **7. INTELLECTUAL PROPERTY RIGHTS**

ESMT is the owner or the licensee of all intellectual property rights in the site and in the material published on it. Those works are protected by copyright laws. All such rights are reserved.

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