

# General Conditions of Use

## 1. SCOPE

1.1 The IREB online magazine – <http://re-magazine.ireb.org> – is an Internet offer by IREB GmbH (hereinafter referred to as „Provider“).

1.2. The General Conditions of Use shall regulate the legal framework for use of the website. They shall apply between User and Provider, represented by General Management. The Conditions of Use may be accessed at any time on the Internet and printed by User.

1.3. Provider reserves the right to change the present Conditions of Use at any time. Provider shall notify User in good time about the change. The change shall be considered approved by User unless he/she opposes the change within one month after receipt of the notification of the change. In case of the User's opposition, Provider shall be entitled to due and proper termination. In the information about the changes, Provider shall make special reference to the possibilities of opposition and termination, the period of time and legal consequences, especially in terms of an opposition not lodged. With the notification of change, User shall receive the proper termination on the Provider's part which is subject to the condition precedent that User opposes the change.

## 2. AVAILABILITY

Provider's services shall be offered to User subject to the condition of availability. Provider shall endeavor to always keep the service accessible. The possibilities of use may be limited or temporarily interrupted due to maintenance work, further developments or failures. This might possibly even result in a loss of data. The affected users shall not be able to construe any compensation claims therefrom. Provider shall be further entitled to change or stop the offered services and benefits at any time at its own discretion without any announcement.

## 3. ACCESS AUTHORIZATION

3.1. For the unrestricted services of the IREB online magazine (possibly after expiration of a starting phase), User must set up a personal user account and consent to the use of data. To do so, User must once register by entering the queried data in the entry screen to subsequently obtain a password-protected user account. Registration is free of charge. With a user account, User shall be authorized to use all services of the IREB online magazine. This authorization shall be valid only for the User personally and is not assignable.

3.2. User shall declare and warrant that the information for registration is true and correct. He/she agrees to maintain the accuracy of these statements. Moreover, User declares that he/she is at least eighteen years of age.

## **4. OBLIGATIONS OF USER**

4.1. When using the services, User agrees not to breach any existing legal regulations and these Conditions of Use. Furthermore, to protect contents and data, User agrees to take into account the accepted principles of data security and comply with the obligations of data protection provisions. User agrees, in particular, to use utmost care to check e-mails and queries going out to Provider for any viruses; to comply with statutory and technical regulations; to keep secret the user name and password; to not disclose it to third parties; not to allow or enable taking any notice thereof; and to immediately notify Provider in case of any abuse or loss of this information or any corresponding suspicion.

4.2. In case of suspected misuse or major breaches of contract, Provider shall have the right to pursue such processes, take corresponding precautionary measures and – in case of reasonable grounds for suspicion – Provider may stop User's access to content, if necessary, at least until the suspicion has been dispelled concerning the User, and/or Provider may terminate without notice the contractual relationship in accordance with Clause 9. As far as User dispels the suspicion, the stoppage is canceled.

4.3. User shall compensate Provider for the damage resulting from the breach of duty designated in Clause 4.2. The User's liability shall here be limited to those cases which User is responsible for. As far as Provider charges a flat rate according to the clauses above, proof of further damage is explicitly reserved to Provider or of lesser damage to User.

4.4. After a period of 6 months of inactivity (no login via Web browser), Provider shall be entitled to delete the access and all pertinent customer data after prior inquiry with a notice of 4 weeks. The User's user name shall be thereafter released again for other users.

## **5. SCOPE OF USE**

5.1. In the relationship between Provider and User, all rights in contents – especially, the right of use and exploitation under copyright law regarding articles, photos, etc. – shall exclusively belong to Provider. Accordingly, User shall not be permitted to utilize contents as a whole or individual parts thereof; in particular, duplicate and/or distribute them – except as regulated in Clause 5.2 et seq.

5.2. User shall be entitled to use the respectively provided contents for private purposes and copy them into his/her computer's working memory. In this respect, downloading as well as temporary storage for private purposes on a computer or monitor shall be permitted. User shall be entitled to make duplicates (e.g. printout of websites or the respective contribution) only for private purposes or for own purposes of information. Moreover, User may use the contents retrieved exclusively for own use. These rights shall only be valid if proprietary notes (copyright notes and the like) as well as the rendition of marks and names in the duplicated items remain unchanged.

5.3. Archiving shall only be permitted with the following stipulations: The collection may only serve the private and internal purposes of the archiving person – thus exclusively for securing

its existence and the so-called internal use; the archives shall not be accessible for third parties; also, they shall not serve third parties to make duplicates; they shall not result in any additional exploitation of the contents.

5.4. User shall require the Provider's prior written consent for any further use – inter alia, but not exclusively for the contents' duplication and/or propagation for commercial purposes including archiving, for the surrender to or processing by third parties for own or third party purposes, or for public reproduction, as well as for translation, editing, arrangement or other adaptations.

5.5. User shall not remove the copyright notes, trademarks and other legal reservations in the contents. User shall be obligated to ensure the recognition of authorship.

## **6. DATA PROTECTION**

6.1. Pursuant to the German Telemedia Act (TMG), the German Federal Data Protection Act (BDSG), as well as other provisions under data protection laws, User shall herewith be advised that the personal data indicated within the scope of registration shall be stored, processed and used in a machine readable form exclusively for the purpose which User had indicated.

6.2. Provider shall be entitled to collect, process, store and utilize the User's personal data concerning the use of its services as far as this is required to enable User to use the services. Accordingly, when User registers with the Provider's services, the data there indicated are collected, stored and processed for the purpose of providing the contents requiring registration, mailing of a newsletter, etc. Furthermore, Provider shall be entitled to access these data to maintain the operability of the indicated services. Provider warrants the confidential treatment of data.

6.3. At any time, User may view free of charge his/her personal data stored at Provider's. To this end, User may make a request to Provider.

6.4. After the User's voluntary consent to the data utilization which is to be separately declared and recorded, Provider shall be entitled to collect personal data as well as profile data and demographic data for the following purposes, to process and use them (e.g. to modify, store for further processing, to combine and archive with other data records):

Inclusion in a list of participants;

- Personalization and optimum orientation of the Provider's services towards the User's interests and preferences;
- Individual preparation and sending of Provider's selected information and offers by postal mail service and by e-mail;
- For the purpose of advertising, market research and information about Provider's products and services.

After the User's consent, Provider shall not be obligated to delete the use data at the earliest possible time – i.e. at the latest immediately after the end of the respective use – but instead, Provider is entitled to storage.

Consent shall be granted by making a check mark in the corresponding field. The granted consent shall be recorded; its content can be accessed at any time by User.

6.5. Provider agrees, in turn, to use only within the scope of TMG, BDSG, as well as other data protection provisions, the User's data which have become known to Provider from the utilization relationship, and, subject to any otherwise granted consent, to use them only for fulfilling the purposes according to this data protection provision; also to protect data secrecy and obligate its employees accordingly, as far as this is required by law.

6.6. The User's consent for the utilization of data may be revoked at any time by the User for the future. The data shall then be deleted overall at the Provider. Any further use of the IREB online magazine shall then be possible only to a limited extent. This consequence shall be pointed out to User upon the consent.

6.7. Provider's Internet sites use so-called cookies in several places. Cookies are small text files which are deposited on the User's computer and which are stored by the browser. They are used, inter alia, to make specific information available to the User and store any possible search settings. With the use of cookies, there are neither personal data stored, nor are they connected with personal User data. Cookies do not become a component part of the User's system and they also cannot cause any damage. Internet browsers are regularly set so that cookies will be automatically accepted. However, User may deactivate the storage of cookies or set the browser such that it indicates the sending of a cookie.

6.8. The website of the magazine uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about the use of the website (including the user's IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating the use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate the user's IP address with any other data held by Google. The user may refuse the use of cookies by selecting the appropriate settings on the browser, however the website may not be able to retain its full functionality in this case. By using this website, the user consents to the processing of data by Google in the manner and for the purposes set out above.

6.9. Information for the Integration of Social Networks:

Within the IREB online magazine, User may utilize the Facebook recommend button, functions of the Twitter service, LinkedIn and Google+. User may thus inform friends / contacts in these social networks about specific articles. If User clicks on these buttons, he/she will be requested in a new window to log in for the respective service – if User is not already logged in.

After the login – or immediately if User had already been logged on – a direct connection with the servers of the respective service is provided. Thus, information and data are transmitted to the respective operators of the services and embedded by them into the respective website and, as necessary, linked with the User's profile there.

If User is logged into a social network while visiting the IREB online magazine, cookies from the respective network are placed, if necessary, on the User's computer, and the visit may be allocated to the User's account at the social network. If User does not want the social networks collecting data about the visited websites, User must first log out with social networks prior to visiting the IREB online magazine.

Provider points out explicitly that it has no knowledge of the contents of the transmitted data and their use by the respective service. User may gather any further information from the pertinent data protection provisions and settings of the respective service.

## **7. WARRANTY AND LIABILITY**

7.1. The published contents (contributions to requirements engineering) are written by external authors. Provider shall make the contributions available for access and contractual use by the User. As far as legally permitted, Provider shall explicitly not accept any warranty and liability – whether express or implied – for the accuracy, completeness, reliability and topicality as well as the usability of the accessed contributions or other information on the website for User. References and links to third-party websites do not mean that Provider embraces the contents behind the reference or link; accordingly, the contents do not establish any responsibility by Provider for the data and information which are kept available there. Provider has no influence on contents behind the link. Accordingly, Provider shall not be liable for any unlawful, faulty or incomplete contents or damages which have been caused due to the use of content provided behind the link.

7.2. Provider shall offer its service by type and scope on the basis of the current technical, legal and commercial framework conditions of the Internet. Provider shall endeavor to provide access to the contents for 24 hours daily and on 7 days per week. No liability shall be assumed, however, for permanent availability.

7.3. Provider shall be liable according to the statutory provisions if User lodges damage claims which are based on intent or gross negligence, including intent or gross negligence of its representatives or vicarious agents. The same shall apply for damage claims resulting from the acceptance of a guarantee.

7.4. Furthermore, Provider shall be liable according to legal provisions if an essential contractual obligation (cardinal obligation) is culpably breached. The damage compensation claim shall then be limited to the foreseeable damage typically occurring. These limitations shall not apply for damage compensation claims according to Clause 7.3.

7.5. Liability for the culpable violation of life, limb or health shall remain unaffected; this also applies for the absolute liability according to the German Product Liability Act.

7.6. Unless otherwise differently provided for above, Provider's liability shall be excluded.

7.7. As far as liability of the Provider is excluded or limited, this shall also apply for the personal liability of Provider's employees, representatives and vicarious agents.

7.8. Provider has no influence on the transport of data via the Internet. Accordingly, Provider also does not assume any guarantee that interactive processes properly reach the User and that the access process via the Internet is guaranteed at any time. Moreover, it is not guaranteed that the exchange of data is effected at a specific transmission rate. Furthermore excluded from the warranty shall be failures resulting from defects or interruptions of User's computer or the communication channels from User to server or due to the improper use of user name and password. Since no electronic communication is completely safe, Provider cannot assume any guarantee – already due alone to Provider's connection to the Internet and the resulting technical conditions – that the flow of information from and to Provider will not be intercepted by third parties or recorded. In that context, Provider also points out explicitly that any User must take care on his/her own that his/her system is protected against damaging attacks from the web (viruses, Trojans, etc.). Provider shall not bear the risk of the loss of data on the transmission channels outside of its sphere of influence. Passing of risk shall be the provision of contents or, respectively, the contribution for access on the server. Outside of its sphere of influence, Provider also does not accept any liability for data security.

7.9. User shall be liable for any consequences and disadvantages resulting for Provider due to the improper or unlawful use of the service or due to the fact that User does not meet his/her other contractual obligations (inter alia but not exclusively the obligation of keeping the password secret). User shall release Provider from any claims or demands by third parties upon first request which they claim due to the breach of rights by User or, respectively, due to the contents prepared by User, including reasonable costs for legal counsel and prosecution of the action. User furthermore agrees to support Provider in the defense against such claims.

## **8. CHANGE OF SERVICE**

Provider shall be entitled to limit, expand, modify its service at any time, or to stop it entirely. Such changes may come about in particular if the technical, legal or commercial framework conditions for the Internet use will change especially outside Provider's area of responsibility and if the services are thereby considerably aggravated or no longer acceptable for Provider.

## **9. EXTRAORDINARY TERMINATION**

9.1. Each party shall reserve the right of termination for important reason. The right shall be especially applicable for Provider if:

- User continues to breach essential provisions of these Conditions of Use, despite a warning notice;

- User commits a violation against third parties by using Provider's service for purposes which are unlawful or offensive for third parties.

9.2. In case of extraordinary termination, Provider may block access to its service effective immediately – even without service of a declaration of termination – and also exclude User for the future from the use of the service.

9.3. Any termination according to these Conditions of Use shall be effected in writing, e-mail being sufficient. Access to Provider's service shall be blocked as the termination takes effect.

## **10. FINAL PROVISIONS AND APPLICABLE LAW**

10.1. Karlsruhe shall be the exclusive place of performance and venue, to the extent permitted by law.

10.2. Any legal relationships under this Contract shall be subject to the law of the Federal Republic of Germany, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.3. If the contract had been concluded in writing, Provider's registered office shall be agreed as the legal venue in the event that User's residence or habitual abode – even for non-business persons – is unknown at the time legal action is filed, or if, after contract conclusion, User moved its residence or habitual abode outside the purview of the law.

10.4. Any information, consents, communications or inquiries regarding these Conditions of Use as well as changes to or supplements of these Conditions of Use shall be effected in writing. Sending by e-mail or fax shall be equivalent to the written form; this also applies for clicking the corresponding buttons.

10.5. Should individual provisions of these Conditions of Use be or become entirely or partly invalid, the contractual relationship shall otherwise remain valid. Invalid provisions shall be replaced by those which come closest to the intended purpose of the invalid provision. The same shall apply if a gap in the contract should become evident.

There shall be no oral side arrangements.

## **11. CONTACT**

Inquiries, complaints and letters to the editor may be sent to the following address:  
re-magazine@ireb.org



## Conditions of Use for the Feedback Function

1. For the use of the feedback function by clicking the button “Give Feedback”, Provider may demand as a prerequisite that User is properly registered (e.g. after expiration of a starting phase). Clause 3 of the General Conditions of Use shall apply accordingly. If registration is not requested by Provider, User agrees to truthfully provide his/her full first and last name as well as his/her e-mail address in the feedback screen; pseudonyms shall not be permitted. Provider shall be entitled, at any time, to verify the accuracy of the data to ensure a serious, responsible and proper culture of discussions.
2. Via the feedback function, User shall be entitled to write reader articles and reader comments. In the event of publication of a feedback by User on the website of the IREB online magazine, User shall be named as the author with his/her full first and last name. Provider shall be entitled, at any time, to check, abridge and/or edit feedbacks, to publish feedbacks in edited or unedited form on the website of the IREB online magazine, and to delete them again in the event of publication. User shall not be entitled to the publication or deletion of a feedback unless the law so provides.
3. User shall herewith grant Provider a free and assignable right of use in the feedback, unrestricted in terms of time and space, to utilize the feedback within the scope of the IREB online magazine; in particular, to duplicate and disseminate same, and make it publicly accessible or have it made publicly accessible by using any technical transmission possibilities, including mobile device-supported services. This right of use shall remain unaffected by the termination of the contract of use, the deletion of the personal user account or deletion of the feedback on the website of the IREB online magazine. The right of use shall comprise, moreover, the right of editing and of abridgement, in particular.
4. The IREB online magazine is a professional trade magazine. Accordingly, in his/her feedback, User shall be obligated to objectively make reference to the contents of the magazine, deal with them professionally and comply with the generally accepted standards of scientific/technical argumentation and discussion. Citations in feedbacks shall be properly designated and their sources indicated. Purely promotional contents, insults, discriminations and other non-objective personal offensive means used against the authors or other users shall be refrained from. Provider shall not publish any feedbacks which do not satisfy these standards or which infringe the rights of third parties; in particular, personal rights, copyrights or rights of use and other industrial property rights. User shall indemnify Provider and its employees against any claims of third parties (including the costs of legal defense) which might possibly be relied on by third parties with regard to such violation of rights.
5. Feedbacks shall be written in the English language and are basically not limited in number or scope.
6. User shall have no claim regarding any compensation for Provider’s use of a feedback, especially its publication.
7. User agrees to inform Provider in writing if his/her feedback – wholly or in parts – had already been published elsewhere before, especially if User were to have granted an exclusive right of use in the feedback contents for the benefit of third parties.



8. Statements in feedbacks represent the User's opinion and do not necessarily reflect the Provider's position. As a matter of principle, Provider therefore does not embrace the contents of feedbacks. Any liability by Provider for the contents of a feedback shall be excluded to the extent permitted by law.

9. The General Conditions of Use shall apply in all other respects.