

## **1. Subject of the terms of use**

- 1.1 akasolutions.de (hereinafter referred to as "provider") provides users with the cloud service "cloud.akasolutions.de" (hereinafter referred to as "portal") a platform through which the properly registered users can store their data and together get in touch and communicate. Users can create individual personal profiles and use the other free services that are currently available on the portal, depending on the availability. Further information on the services can be found under no. 3rd
- 1.2 The platform is only made available to interested persons, primarily students, who have previously contacted the provider. The provider reserves the right to delete access or not to activate it at all, if it has been set up by other groups of people.
- 1.3 These terms of use regulate the provision of the portal by the provider and the use of the portal by the properly registered user. By concluding the registration process (see section 4 of the terms of use), a usage contract is concluded with the provider. The subject of the usage contract is the free use of the portal.
- 1.4 The usage authorization of the user is limited to access to the portal and to the use of the services available on the portal in accordance with the provisions of these terms of use.
- 1.5 The user is responsible for creating the technical requirements necessary for the contractual use of the services in the user's area of responsibility. The provider does not owe the user any advice in this regard.
- 1.6 Further information on the provider can be found in the imprint.

## **2. Changes to the terms of use**

- The provider reserves the right to change these terms of use at any time without giving reasons, unless this is not reasonable for the user. The provider will inform the user of such changes in good time before the planned entry into force of the changes. If the user does not object within six (6) weeks of receipt of the notification and the portal continues to be used after the objection period has expired, the changes will be deemed to have been effectively agreed upon expiry of the period. In the change notification, the provider will inform the user of his right to object and the consequences.

## **3. Services available on the portal, change of services**

- 3.1 The provider provides the services available on the portal for temporary use. Such services can e.g. the making available of data, contributions, image and sound documents, information and other content, furthermore the possibility to create individual user profiles and to get in contact with other users by writing personal messages.

The content and scope of the services are determined according to the respective contractual agreements, moreover according to the functionalities currently available on the portal.

- 3.2 The provider is only entitled to use the free services available on the portal within the scope of the technical and operational possibilities.
- 3.3 The provider currently offers its services as a project. There is no legal claim. There is no claim to the availability of stored data. These could be deleted at any time during the project phase.
- 3.4 The provider endeavors to ensure the uninterrupted usability of its services. However, due to technical malfunctions (such as an interruption in the power supply, hardware and software errors, technical problems in the data lines) and necessary maintenance work, temporary restrictions or interruptions can occur. Planned maintenance work is communicated early in the "Announcements" app.
- 3.5 The provider is entitled at any time to change the services provided on the portal, to make new services available and to stop providing the services, unless this is unreasonable for the user. The provider will consider the legitimate interests of the users.
- 3.6 The provider reserves the right to place third-party advertisements on the portal that could be of interest to users (e.g. advertisements with job, training and career content).

#### **4. Registration, handling of access data**

- 4.1 The use of the services available on the portal requires the registration of the user.
- 4.2 Users under the age of 18 are only allowed to register and use the portal with the consent of their parents or other legal representatives.
- 4.3 The registration process on the portal is divided into different steps, which vary depending on the user type. Basically, the initiative comes from the interested person when registering. In order to prevent unauthorized persons from gaining access to the portal, new accounts are checked, created and activated centrally by the provider. After verification by the provider, the user is given access to the portal. The individual steps and registration options are described in detail below:
  - Email to: [signin@akasolutions.de](mailto:signin@akasolutions.de)
  - Registration via <https://cloud.akasolutions.de>
- 4.4 The user is obliged to check the data given during registration for completeness and correctness. To this extent, the user assures that all data provided or confirmed by him are true and complete. Changes to the personal data (especially contact details) are to be made by the user using the dialogs provided on the portal. (Settings> Personal information)
- 4.5 The user also agrees to be contacted by the provider using the contact details (email, telephone number) stored in the registration process, provided this is necessary to use the services.

- 4.6 Each user may only register once and only create one user profile. When registering, the user chooses a password. Passwords and access data must be kept secret by the user and must be carefully secured.

- 4.7 The provider cannot technically determine with certainty whether a user registered on the portal represents the person the user claims to be. In this respect, the provider does not guarantee the actual identity of a user. Every user must therefore convince himself of the identity of another user.

- 4.8 It is the responsibility of the user to ensure that his access to the portal and the use of the services available on the portal is exclusively by the user. If there is reason to fear that unauthorized third parties may or may have gained knowledge of the user's access data, the provider must be informed immediately at [security@akasolutions.de](mailto:security@akasolutions.de).

The user is liable for any use and / or other activity that is carried out under his access data in accordance with the statutory provisions.

## **5. Deregistration of the user, deletion of data and content**

- 5.1 The user can terminate his participation in the portal at any time by logging out of the dialogs provided on the portal and deleting his account. (Settings> Request account deletion)

- 5.2 After unsubscribing, the user may no longer use his access.

- 5.3 The provider is entitled to irretrievably delete all data resulting from the use after 30 calendar days after the user has logged off and after any statutory retention periods have expired.

- 5.4 The provider further reserves the right to delete the communication data (including files and documents and other content) in the following cases:

- If the user is inactive for a period of 60 calendar days.

- The provider is entitled to remove illegal and / or content violating the terms of use, of which he becomes aware, at any time without notice from the portal.

## **6. Responsibility for user content, data and / or information**

- 6.1 The provider assumes no responsibility for the content, data and / or information provided by users of the portal as well as for content on linked external websites (hereinafter collectively referred to as "third-party content").

- 6.2 The provider does not check the completeness, correctness and legality of third-party content and therefore assumes no responsibility or guarantee for the completeness, correctness, legality and timeliness of the third-party content. This also applies to the quality of the third-party content and its suitability for a specific purpose, and insofar as it concerns third-party content on linked external websites.

## **7. Posting of own content by the users**

- 7.1 The users may post content on the portal in compliance with the following regulations and optionally make it available to other users.

- 7.2 By posting content, the user grants the provider a free right to use the respective content,

- to store the content on the provider's server and make it publicly available by displaying the content on the portal,

- for processing and reproduction, insofar as this is necessary for the provision or publication of the respective content.

- 7.3 As far as the user deletes the content he has placed on the portal, the usage and exploitation right granted to the provider expires.

- 7.4 The user is fully responsible for the content he has posted. The provider does not check the content for completeness, correctness, legality, timeliness, quality and suitability for a specific purpose.

The user therefore declares and guarantees to the provider that he is the sole owner of all rights to the content he has posted on the portal, or is otherwise entitled (e.g. through an effective permission of the rights holder) to post the content on the portal and the rights of use and exploitation according to the above item. 7.2 to grant.

- 7.5 The provider reserves the right to edit, block or remove content that has already been posted (including private communication content, messages) without prior notice, provided that the posted content itself violates para. 9 of the terms of use or there are concrete indications that there is a serious violation of no. 9 of the terms of use will come. However, the provider will take the legitimate interests of the user into account and will be the mildest means of averting the violation of no. 9 of the terms of use.

## **8. Protection of content, copyrights**

- 8.1 The content available on the portal is mainly protected by copyright or other property rights and is the property of the provider, the other users or other third parties who have made the respective content available. The user may only use this content in accordance with these terms of use and within the framework specified on the portal.

- 8.2 Any use and exploitation of the content reproduced on the portal that is not permitted by German copyright law requires the prior written consent of the rights holder.

## 9. Forbidden activities

- 9.1 The user is prohibited from any activity on or in connection with the portal that violates applicable law, violates the rights of third parties or violates the principles of the protection of minors. In particular, the user is prohibited from doing the following:

- the posting, distribution, offering and advertising of pornographic content, services and / or products that violate youth protection laws, data protection law and / or other law and / or fraudulent;

- the use of content that offends or defames other users or third parties;

- the use, provision and distribution of content, services and / or products that are legally protected or encumbered with third party rights (e.g. copyrights) without being expressly authorized to do so.

- 9.2 Furthermore, regardless of a possible violation of the law, the user is prohibited from posting his own content on the portal and communicating with other users (e.g. by sending personal messages, by participating in group discussions), the following activities:

- the spread of viruses, Trojans and other harmful files;

- the sending of junk or spam mails as well as chain letters;

- The dissemination of suggestive, offensive, sexually shaped, obscene or defamatory content or communication as well as content or communication that is / is suitable to promote or support racism, fanaticism, hatred, physical violence or illegal acts (either explicitly or implicitly);

- the harassment of other users, e.g. through multiple personal contact without or against the reaction of the other user as well as the promotion or support of such annoyances;

- requesting other users to provide passwords or personal data for commercial or illegal or unlawful purposes;

- the distribution and / or public reproduction of content available on the portal, unless the user expressly permits this or is expressly made available as functionality on the portal;

- The conduct or promotion of anti-competitive activities, including progressive advertising (e.g. chain, snowball or pyramid systems).

- 9.3 The user is also prohibited from taking any action that is likely to impair the smooth operation of the portal, to place excessive strain on the provider's systems.

- 9.4 If the user becomes aware of an illegal, abusive, non-contractual or otherwise unauthorized use of the portal, he will inform the provider at [security@akasolutions.de](mailto:security@akasolutions.de). The provider will then check the process and take appropriate steps if necessary.

- 9.5 If there is suspicion of illegal or punishable acts, the provider is entitled and, if necessary, also obliged to check the activities of the users and, if necessary, to take appropriate legal steps. This may include submitting a matter to law enforcement agencies.

## **10. Blocking access**

- 10.1 The provider can temporarily or permanently block the user's access to the portal if there are specific indications that the user has or has violated these terms of use and / or applicable law, or if the provider has another legitimate interest in the blocking. When deciding on a block, the provider will take due account of the legitimate interests of the user.
- 10.2 In the event of a temporary or permanent block, the provider blocks the access authorization and notifies the user of this by email.
- 10.3 In the event of a temporary blocking, the provider reactivates the access authorization after the blocking period has expired and notifies the user of this by e-mail. A permanently blocked access authorization cannot be restored. Permanently blocked people are permanently excluded from participating in the portal and may not log on to the portal again.

## **11. Data protection**

The provider takes the protection of the personal data that the users transmit to the provider when registering for the portal or using the portal very seriously. The provider therefore observes all relevant legal data protection requirements and will in particular not pass on the personal data of the users to third parties without authorization or otherwise make them known to third parties. Further information on data protection is regulated in the provider's separate data protection declaration.

## **12. Final provision**

- 12.1 These terms of use are subject to the law of the Federal Republic of Germany applicable to legal relationships among residents.
- 12.2 Should individual provisions of these terms of use be or become ineffective, this does not affect the effectiveness of the remaining provisions.

As of August 2020