

# **Privacy Policy & Terms of Use**

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## I. Privacy Policy

### (1) Preamble

The responsible handling of your person-related data in accordance with the relevant data protection regulations in Germany is of considerable importance to us.

Person-related data is only established, processed and used by the portal of the HZI-Alumni to the extent that the data protection regulations in Germany explicitly allow or, should it reach beyond this, provided that an effective approval of the person affected or the user is on hand. Approval is via acceptance of this data protection declaration.

With your approval, you declare that you approve (with the proviso of a possible revocation at any time) of your person-related data (obligatory and voluntary statements explained as in the following) - and subsequent updating of them - may be established, processed and used in the context of HZI-Alumni. Given the case, the address details may be forwarded to printers and agencies, but exclusively for the purpose of mailing HZI-Alumni' publications by post. This comprises, for example, invitations to events.

Generally, only such images are used in our publications and Internet presentations that may be disseminated and presented without the approval that § 22 KunstUrhRG [Copyright for Works of Art] prescribes, in accordance with § 23 Section 1 sub-paragraphs 1 - 4 KunstUrhRG.

Here, we will inform you about the details of how the portal of HZI-Alumni handles your person-related data. In the following, the term "user" refers to everyone registered at HZI-Alumni.

If you have any queries beyond the information below, regarding the establishing, processing or use of your person-related data, please contact our data protection officer who will also serve you as a contact in the event of requests for information, ideas that you might have or complaints:

Helmholtz Centre for Infection Research

Attn.: Datenschutzbeauftragter des HZI

Inhoffenstraße 7

38124 Braunschweig / Germany

### (2) Person-related data

#### a) Mandatory details (marked with \*) and voluntary statements

To a very limited extent, the portal of the HZI-Alumni is accessible to all Internet users for information purposes.

The portal of the HZI-Alumni has been designed to allow as little person-related data as necessary to be established, processed or used. As a social network, the portal of the HZI-Alumni will only work if the users make a minimum of person-related data accessible to other users.

In the course of the first log-in, person-related data will be requested from you that are required to show you the services of the HZI-Alumni. Furthermore, you are asked to acknowledge the "Privacy Policy and Terms of Use" as well as the "Code of Conduct".

Once you have provided this information, you will receive an email to the address you have given together with a confirmation link. Pursue this link, thus confirming that the data given in your registration are correct.

Please note that the administrator has to check your registration before you are confirmed as HZI-Alumni and gain access to the closed members' area ("My alumni").

Having been successfully registered on their profile, all the information you gave (except password) is accessible to users themselves and can be released individually for other registered users.

Your registration will allow you to use the services and information of the members' closed area ("My Alumni").

#### (b) Type, extent and purpose of the processing and use of your data

Handling of all person-related data is subject to the legal regulations in force, especially the TMG [Telemediengesetz Tele-media Act] and the BDSG [Bundesdatenschutzgesetz Federal Act on Data Protection].

#### (3) No forwarding of person-related data to third parties

We will not forward your person-related data to third parties. The only exception is such cases in which a legal obligation to pass on data exists (e.g. in accordance with § 14 Section 1 TMG [Telemediengesetz] in the case of inquiries by criminal prosecution authorities and other state institutions with the corresponding powers). A further exception is the forwarding of your data to the partners already mentioned in the introductory section for the purposes referred to. In no circumstances will we hand on person-related data to third parties for advertising, marketing or other commercial purposes.

Except for the user name, the users themselves determine what data is accessible to other users.

#### (4) Cookies

Cookies are small text files that we use for the duration of a session and serve the purpose of identifying the user when logging in, choosing the right menu language and ensuring smooth operating. Cookies may be deactivated within the browser, although this may restrict the portal's functionality.

#### (5) Protocol files

When calling up the page, we can store the IP address (via which your computer can be unambiguously identified), product information and information about the version of the browser used (user agent), the remote host (name and IP address of the computer from which you are requesting the respective page) and the time, the status, the amount of data transmitted and the Internet page from which you have accessed the page requested (referrer).

This data is only used in the context of § 15 Section 3 TMG [Telemediengesetz], i.e. for the compilation of usage profiles for the purpose of advertising, market research and tailoring our services to requirements in a pseudonym mode. Item (3) of these data protection principles applies.

#### (6) Persons under the age of 18 years

The use of the services provided by the portal of the HZI-Alumni is intended for persons of full age. Parents or other guardians are responsible for the protection of their children's sphere of privacy. We recommend that in all cases, minors ask their parents for permission to disseminate information about themselves via the Internet.

#### (7) Deactivating the account

Accounts that have been opened may be deleted together with the data they contain. The data may subsequently no longer be called up. Owing to the data stored in the cache, this user data may still be accessible for a short period after deactivating the account.

When you have deleted your account, your person-related data will be irretrievably deleted.

#### (8) Amendments to the data protection principles

The contents and functions of the portal of the HZI-Alumni are constantly being developed and improved. This can cause the need to arise for an amendment of these data. Additionally, there is the option of downloading and storing these data protection principles.

#### (9) Right to information and contact

In accordance with § 13 Section 7 TMG and § 34 BDSG [Bundesdatenschutzgesetz - Federal Data Protection Act], every registered user of the portal of the HZI-Alumni has the right to obtain, at any time and free of charge, information on the person-related data via the portal of the HZI-Alumni. Requests for information are to be addressed in writing to the Helmholtz Centre for Infection Research / Alumni-Koordination, Inhoffenstraße 7, 38124 Braunschweig, Germany. A certified copy of the identity card is required to be attached to the request for information. Since we cannot ensure complete data security in communication via email, information will always be sent by post to the address given in the identity card. On the user's request, information can also be provided electronically.

This Privacy Policy is available both in German and English language. In the event of any inconsistency between the German version and the English version, the German version shall prevail.

## **II. Terms of Use**

#### (1) Operators and users

The operator is the Helmholtz Centre for Infection Research (former Gesellschaft für Biotechnologische Forschung) in Braunschweig.

Registered users are mainly "HZI-Alumni", i.e. persons who have been employed at the HZI (or former GBF).

These conditions of use may be subject to changes. Under the URL <http://www.helmholtz-hzi.de/alumni>, you will find the respective latest version of these conditions of use which you can view and print.

Please carefully read the conditions of use. They contain important information, mutual rights and duties, etc.

## (2) Subject of the contract

The central content of the portal of the HZI-Alumni is an Internet platform under the URL "<http://www.helmholtz-hzi.de/alumni>" with which HZI-Alumni can, for example, link up in a network, find one another (again), exchange views and experience and communicate via messages and other channels.

As operators, we undertake to ensure that the operating of the platform is free of any disturbances, although we cannot guarantee this. Circumstances may result in system availability being restricted by maintenance work or other influence.

## (3) Establishing contact

As registered users, you declare that you agree that your data, e.g. your email, is used for the purpose of establishing contact. Establishing contact may be both in the form of messages personally addressed to the users and in the form of general information / newsletters.

Users give their consent (with the proviso of a possible revocation at any time) to their person-related data - as well as updates of the latter - being established, processed and used in the context of Internet presentations by the APD-Cooperation. The address data may be forwarded to printers and agencies, but solely for the purpose of mailing by post of publications by the portal of the HZI-Alumni. This includes, for example, invitations to events.

The relevant regulations of the German Data Protection Act (also see Data protection) are observed.

## (4) Inadmissible user names

We reserve the right to reject user names that are unlawful, insulting, glorify violence, are of a discriminatory nature or pornographic or are in any other way irreconcilable with the following user conditions and may be suitable to blemish the reputation of the HZI-Alumni.

## (5) Rights and duties of the user

Users of the portal of the HZI-Alumni commit themselves to observing copyrights. Only such contents and statements may be published in the portal that do not violate the rights of others (in particular copyrights and generally with regard to the law of industrial property and copyright protection).

Users of the portal are responsible for their activities within the entire platform. In all circumstances, the personal password to activate and use the user's account has to be kept secret from third parties. If you should have any cause to assume that third parties have learnt of your password, it is your duty to immediately change it. (You can change your password in your personal profile area "My Alumni.")

User activities aimed at complicating the functionality of the platform or making the portal unusable are forbidden and may result in civil or criminal prosecution. In particular, measures are also forbidden that may influence the portal's physical and logical structure.

You may not use the portal of the HZI-Alumni for commercial purposes. This also means that advertising via the mailing of contents that the recipients obtain without having requested them (spamming) is not permitted.

On the portal, it is generally not permissible to register for more than one user account, register for a user account in the name of another person, register in the name of a group or a legal person for a user account or present oneself as another person and disseminate false statements on oneself and other people.

Furthermore, all portal users are obliged not to violate any legal regulations with their contents and activities (valid law of the German Federal Republic). For example, the platform may not be used for illegal purposes.

It is also forbidden to publish, transmit or disseminate contents / statements that are illegal, especially those that are insulting, glorify violence or are of a discriminatory or pornographic nature or have other contents that are contrary to morality. This also comprises contents that are accessible via links set by the users. Furthermore, the use of offensive contents, ambiguous terms and other representations is forbidden whose illegality is suspected but cannot be conclusively determined.

For example, the following are forbidden activities:

- contents that are morally harmful for adolescents,
- any presentation of violence against human beings or animals,
- contents violating human dignity,
- religiously or politically extreme contents and racist contents or contents inciting the people for religious, national or racial reasons or those glorifying violence,
- gambling,
- obscene contents,
- entering photos and videos without permission by the photographer and the person shown on them,
- the appointment of criminal acts and terrorist actions.

If it suspects such contents or references, the portal of the HZI-Alumni reserves the right to remove them without any prior announcement or explanation.

## (6) Rights and duties of the operator

With the portal of the HZI-Alumni, the portal is merely providing the users a platform with which they can communicate with other alumni and further third parties.

To this end, it provides the technical applications for a general establishing of contacts. This service does not give rise to any claims to the substantiating of contacts, and the portal of the HZI-Alumni is not responsible for the development of contacts.

Furthermore, claims to compensation for damage in the event of technical disturbances are ruled out. Our technical administration undertakes to ensure the frictionless operating of the platform, but as already mentioned in the security notes, no guarantee is given for this.

The operators of the portal of the HZI-Alumni do not carry out any checks on the publicly disseminated contents and statements of the users prior to their dissemination, transmittal or publication.

In the event of the conditions of use not being observed or a reasonable suspicion of a user having violated them, we are entitled to expel the respective user and, should this seem appropriate,

immediately delete the contents that he has used or that have been addressed to him. In this case, the user is sent a warning fixing a time-limit, unless the violation is of such severe nature that a continuation of the owner and user relationship is unacceptable.

Users relieve the operators of the portal of the HZI-Alumni of all claims, including damage claims that other users or other third parties may make owing to a violation of their rights by the contents published on the portal of the HZI-Alumni by the user.

The user covers all reasonable and proportionate costs arising for the operator owing to a violation of the rights of third parties, including the reasonable and proportionate costs arising from defense in court. These duties of the user do not apply if the user does not have to account for the violation of law.

#### (7) Closing the accounts

You may close your account at any time, and without giving any reasons. Once the account has been deactivated, the user's data can no longer be called up. Owing to the data retained in the cache, the member's data may still be accessible for a short period for technical reasons. Should the need arise, the portal of the HZI-Alumni will reserve the right to keep the data stored for the time being (e.g. to assert damage compensation claims in the case of a violation).

Note: Once you have closed your account, your data will be completely and irretrievably deleted.

#### (8) Liability

The Internet program of the portal of the HZI-Alumni has been compiled with the greatest possible care. No liability is assumed for the correctness, accuracy and flawlessness of the information on the part of the operator. Neither do we as operators assume any liability for the contents published by the users. Furthermore, any liability for damages is ruled out that arise directly from the use of the pages.

We are not responsible as operators for the contents of websites that have been referred to via external hyperlinks, and we can assume no guarantee or liability for the appropriateness and legality of these contents.

As users, you relieve the portal of the HZI-Alumni of all claims made by third parties owing to a violation of the above-mentioned duties and / or damaging activities of the users vis-à-vis the HZI-Alumni. As far as this is legally possible, the HZI-Alumni cannot be held liable. (The German version of the conditions of use applies as the legally binding version.)

#### (9) Amendments to the conditions of usage

The portal of the HZI-Alumni reserves the right to amend these conditions of usage at any time and without stating any reasons. Registered users are informed about changes in the course of logging in. If there are no objections to the amended version within two weeks of this notice being given, it is regarded as accepted.

These Terms of Use are available both in German and English language. In the event of any inconsistency between the German version and the English version, the German version shall prevail.

### **III. Security Advice**

As a social network for the HZI-Alumni we provide a platform with which anyone interested can get in touch with other alumni and interested parties, be contacted by them, present one-self, etc.

We undertake to protect person-related data in accordance with the relevant laws and according to these data protection regulations and will make all technical and organizational arrangements that handling of person-related data observing data protection requires.

However, we would explicitly like to draw attention to the fact that we cannot protect the data made accessible to all users against misuse.

Generally, any Internet user can register with the portal of the HZI-Alumni. We check whether users are alumni entitled to use the system. However, we cannot guarantee a user's true identity. It is up to users themselves to get information about another user's identity, and it is their responsibility to choose whom they wish to confirm as a contact.

Please above all note the following:

Only make data public that you feel make sense regarding the portal of the HZI-Alumni. Please take care to choose such data according to what you really wish to reveal about yourself.