

# Terms of use for the use of the "APE" app

*Version 1.0 / as of June 2021*

## 1. Provider and scope of the terms of use

1. The app "APE - ArboDat Pangea Export" (hereinafter "app") is operated by the Lower Saxony Institute for Historical Coastal Research, represented by the director Prof. Dr. Felix Bittmann, Viktoriastr. 26/28, D-26386 Wilhelmshaven (hereinafter: "Provider"). The app should enable the user to transform scientific data from the Access database ArboDat for publication at the data publisher Pangaea.
2. These terms of use apply to all users of the app (hereinafter: users). They rule the usage relationship between provider and user.
3. With the start of use, the user agrees to the exclusive validity of these terms of use.
4. The current version of the terms of use at the time of use applies, which is also available via the app or on the provider's website at [www.nihk.de/forschung](http://www.nihk.de/forschung)

## 2. Subject matter of the contract, services, availability

1. The provider provides the user with the option of preparing ArboDat data sets for publication on Pangaea.
2. Registration is not necessary.
3. The provider reserves the right to remove, delete or block certain content at any time, even without prior notice, especially if third parties ask him to do so, for example by disclosing illegal content.
4. The free usage options can be adapted at any time without prior notice, i.e. either expanded or discontinued.
5. The user does not acquire the right to demand that certain functionalities and usage options exist, remain in place or be set up in the future.
6. The provider does not guarantee any specific accessibility for the free use of the platform. The provider seeks to enable a maximum of accessibility within his sphere of influence.
7. The provider can restrict access to the services at any time if the security of the network operation, the maintenance of the network integrity, in particular the avoidance of serious disruptions to the network, the software or stored data so require.

## 3. Data protection, explicit consent to data processing

1. In addition to these terms of use, the separate data protection declaration and the separate data protection declaration of consent of the provider must be observed, which can be accessed both via the app and the provider's homepage at [www.nihk.de/forschung](http://www.nihk.de/forschung)
2. With the start of using the app, the user declares that he has become aware of this separate data protection declaration and that he explicitly consents to the processing of his personal data, which is shown in the separate declaration of consent under data protection law.

## 4. Compensation for damages, indemnification clause

1. The user has to reimburse the provider for the damage caused by a culpable breach of the user's obligations.
2. The user releases the provider from liability towards third parties in the event of a culpable breach of duty. He will reimburse the provider for any damage incurred as a

result. This does not apply if the user is demonstrably not responsible for the breach of duty.

## **5. Duration of use**

The possibility of use exists for an indefinite period of time.

## **6. Cessation of the activity of the provider**

1. With regard to free functionalities, the user is not entitled to claim use and access grant.
2. The provider is entitled to interrupt the offer of content and the granting of access to the app at any time, to end it for an indefinite period or to end it permanently.

## **7. Liability of the provider**

1. The provider (including vicarious agents and employees of the provider as well as companies affiliated with the provider) is only liable for damage that is based on willful or grossly negligent action.
2. The provider (including vicarious agents and employees of the provider as well as companies affiliated with the provider) is also liable for damage resulting from slightly negligent breaches of essential contractual obligations, but then limited to the foreseeable typical average damage.
3. The provider (including vicarious agents and employees of the provider as well as companies affiliated with the provider) is always liable for damage to life, body and health, as well as according to the product liability law.

## **8. Changes to the Terms of Use**

1. The provider reserves the right to change the terms of use. The user is explicitly informed about the changes in a suitable manner and directed to the - highlighted - changed passages. As a rule, the notification is made through publication within the app. In principle, however, the provider reserves the right to decide how the user is to be made aware of the changes.
2. If the user does not indicate within six (6) weeks after being informed about the new version that he does not accept it, this is tacit consent and the new version applies from this point in time. With the information about the changes, the provider undertakes to specifically point out the significance of his behaviour to the user.
3. In the event of a timely objection by the user, the provider is entitled to end the possibility of using the app at the point in time at which the newly formulated terms of use are to come into force.

## **9. Rights to the platform**

1. All trademark rights, rights to commercial names, naming rights, trademark rights, copyrights, ancillary copyrights and other rights to the app, its individual graphic and textual elements and its functionalities and services belong solely to the provider and may not be used without the prior written consent of the provider, distributed, copied, reproduced, made publicly available, performed, broadcast or otherwise used.
2. A transfer of exploitation rights or other rights to the user does not take place.

## **10. Severability clause**

Should one of the terms regulated here be or become ineffective, the validity of the remaining terms shall remain unaffected.

## **11. Legal system, place of fulfilment, assignment, set-off**

1. The law of the Federal Republic of Germany applies exclusively to the validity of these terms of use, excluding the UN sales law. If the user acts as a consumer, the mandatory consumer protection law applicable to his country of residence always takes precedence.
2. Place of fulfilment is the seat of the provider.
3. Rights and obligations from these terms of use cannot be assigned or otherwise transferred without the prior consent of the other party.
4. The user can only declare the set-off with counterclaims that are undisputed or have been legally established.