Conditions for Use of Community Features (user-generated content)

1. Service provided

1. The De Gruyter Online web platform offers commentary functions and functions in the De Gruyter blogs (hereinafter called “Features”) giving its users (hereinafter called “Users”) the opportunity to post their own contributions (e.g. reports on experiences with De Gruyter products, opinions, exposés, articles) and to link up with each other for the purpose of discussing publications and other subjects and exchanging experiences. Use of these Features is conditional on consent to and compliance with the following conditions. These conditions still apply in cases where a User accesses the De Gruyter Online platform from outside the territory of the Federal Republic of Germany.

2. Users

1. The Features are available to all users aged 14 years or more who have a personal, registered user account. No person can claim a right to registration.

3. Registration

1. Each applicant for user status must complete the registration form by entering his current personal data truthfully. No nicknames, aliases or other obviously falsified data will be accepted. The applicant must further undertake to open not more than one user account. Registrations are valid for the User alone and are not transferable.

2. Users must give immediate notice of any changes affecting their personal registration data. In cases where it transpires that Users have falsified personal data or have registered an incorrect address, De Gruyter reserves the right to exclude them from access and to delete content used by or addressed to them.

3. Each User bears sole personal responsibility for confidentiality of his login name and password. Each User bears sole personal responsibility vis-à-vis both De Gruyter and all third parties for all activities occurring under his login name.

4. Users must inform De Gruyter immediately of any unauthorized use of their access data or of any failure on their part to comply with data protection regulations. This information can be sent at any time to:

Walter de Gruyter GmbH & Co. KG
Genthiner Straße 13
D-10785 Berlin, Germany
Tel: +49 30 260 05-0
Fax: +49 30 260 05-251
E mail: feedback@degruyter.com.

5. Users can terminate their registration at any time without stating reasons. After receipt of the notice of termination De Gruyter will cancel the registration. Notice of termination must be served by letter or by fax and sent to the address stated above.
4. **Data protection**

1. The user undertakes to make all due allowance for generally recognized principles for data protection and data security and to comply with all obligations in connection with data protection.

2. The User hereby grants his consent to De Gruyter’s use and storage of personal data disclosed by him either in the registration process or obtained from its server’s protocol files within the De Gruyter website and for the purpose of communication of offers. All such data will be collected, processed and used in accordance with legal regulations, in particular in accordance with the provisions of the Federal German Data Protection Act and the German Telemedia Act (TMG) of which more information can be obtained by User from www.datenschutz.de. De Gruyter reserves the right to use these data for the purpose of giving the User information on new products and services and/or on changes and other news from our publishing operation. By sending us inquiries on our products and services, the User automatically grants his consent to use of his personal data in this form. Data thus collected will in no case be sold or otherwise transmitted to third parties without the User’s prior consent.

3. De Gruyter reserves the right to monitor a User’s activities for the following reasons:
   - to fulfill its legal obligations,
   - to ensure legal protection of other users,
   - to ensure compliance with these conditions for use,
   - to defend and protect De Gruyter’s own rights,
   - to repair any technical defects or problems affecting the Features.

4. De Gruyter is entitled to communicate certain user data, which shall not allow the identification of the User, to third parties – including clients taking advertising space in its publications – for demographic purposes. De Gruyter shall also be entitled to use these data itself for statistical purposes and for identification of trends.

5. De Gruyter attaches great importance to retaining the trust of its Users. Consequently, we wish to give Users the opportunity to question us at any time on our use of their personal data. Users wishing to ask questions on use of their personal data or having doubts on our compliance with data protection regulations, and also any user seeking deletion of his personal data can send his request at any time to the following address:
   Walter de Gruyter GmbH & Co. KG
   Genthiner Straße 13
   D-10785 Berlin, Germany
   Tel: +49 30 260 05-0
   Fax: +49 30 260 05-251
   E mail: feedback@degruyter.com.

For further information on data protection please refer to our general statement on data protection on our website.

**Data and Youth Protection Officer:**
Bénédict Ripperger
Genthiner Str. 13
10785 Berlin, Germany
5. Behavioral codex

1. De Gruyter Online Community Features should be used solely for the purpose of tolerant, constructive, objective exchange of opinions on scientific subjects and attitudes.
2. All users undertake to treat other users with respect and to refrain from attacking, provoking, threatening, annoying, insulting, offending or disconcerting them in any other way whatsoever.
3. Each User undertakes to act in a fair and trustworthy way and, in particular, to refrain from culpably deceiving or damaging other users, for example, by claiming to be an employee or representative of De Gruyter for the purpose of obtaining personal information on other users.
4. Each User undertakes to comply with the regulations on protection of minors.
5. De Gruyter Features must not be used for purposes which would constitute violation of Federal German law by the User.
6. Users are prohibited from engaging in activities aimed at sabotaging or otherwise interfering with De Gruyter Features and, in particular, from taking any action capable of affecting the physical or electronic structure of the Features.

6. User obligations

1. Users of De Gruyter Features undertake not to publish, transmit or upload any content which violates Federal German law or youth protection regulations, and not to publish, transmit or upload any content and/or contributions/statements which are defamatory, slanderous, morally offensive, obscene, pornographic, glorify the use of violence, are of an insulting or discriminatory nature, are known to be untrue or otherwise constitute a criminal offence. This applies in particular to:
   - racist content
   - defamatory or insulting statements
   - content denying the holocaust
   - grossly offensive content
   - propaganda for unconstitutional, extremist organizations or political groups
   - incitement to hatred or violence by dissemination of material published by unconstitutional organizations
   - content inciting or inducing others to commit a criminal offence
   - dissemination of content glorifying or condoning violence
   - dissemination of content glorifying or condoning war
   - abuse of confessions, religious communities and ideological groups
   - political, ideological or religious confessions
• dissemination of pornographic content, including, in particular, child pornography, sexual acts involving human beings and animals, and images of primary sexual organs
• insults, calumny and slander
• prohibited communications relating to in camera legal proceedings
• dissemination of written material which is morally harmful to minors or content unsuitable for children and minors

2. This includes content accessible via links set up by Users.
3. The use of offensive content, ambiguous definitions and other presentations bordering on illegality is also prohibited.
4. Users are not permitted to publish content which
   • contains language and forms of expression which contravene generally accepted standards of decency and professional behavior,
   • constitutes incitement to actions which could adversely affect the well-being or safety of others,
   • is classifiable in the category of so-called spam, in particular when this takes the form of regularly repeated publications with identical or similar content,
   • does not relate to a subject under discussion,
   • contains non-functioning links, in particular, links causing error reports.
5. Users are not permitted to input content relating to surveys or chain letters.
6. Users are not permitted to publish, transmit or upload content or statements, for which they do not possess the necessary rights (copyrights or other intellectual property rights), or which infringe such rights held by third parties, in particular, patents, copyrights, rights attaching to trademarks and other distinguishing marks, and other rights.
7. Users grant De Gruyter unlimited and territorial unrestricted rights to use and exploitation of content generated by them. This includes the rights to amendment, duplication, transmission, publication and further development of content, and also to its assignment to third parties without giving rise to any claim to remuneration. Content generated by a User can be published elsewhere by that User himself.
8. Users are not permitted to input content or files which would unnecessarily delay loading time on the website, for example, images, films or large data files.
9. Images transmitted by Users must not contain any corporate logos.
10. Prior to inputting any content into the Features, each user must verify its freedom from viruses with an up-to-date anti-virus program. Users also undertake not to input any content containing viruses or other computer programs capable of impairing the functioning of other computers or which allow unauthorized third parties access to the De Gruyter website or to the Features contained in it.
11. Users further undertake not to input content disguised as reports, which is actually advertising their products or services, or content disguised as reports, which consists solely of lists of products or services not belonging to De Gruyter.
12. Publication of user-generated content or contributions is a voluntary service provided by the publisher De Gruyter. We reserve the right to exclude or delete such content and contributions at any time.

7. Liability

1. De Gruyter gives no guarantee the personal data communicated to it by a User corresponds to the actual identity of that User.
2. De Gruyter accepts no liability whatsoever for content generated by its Users or for the activities of its Users. These cannot be attributed to De Gruyter, nor do they represent De Gruyter’s opinion. This disclaimer also applies to links set up by Users on pages within the De Gruyter website.
3. Users have no claim to uninterrupted availability and correct functioning of either the platform or the Features, or to uninterrupted availability on the website pages of material installed on the server and/or to absence of errors in that material. Users also have no claim to absence of viruses or other toxic programs.
4. The links contained on the De Gruyter website are not under De Gruyter’s control. De Gruyter disclaims all responsibility either for the contents of these links or for the contents of the websites that can be reached through them.
5. De Gruyter’s liability is limited to damage or loss resulting from deliberate act or gross negligence committed by De Gruyter and/or its vicarious agents or representatives. Liability for damage or loss caused by its minor negligence will only be recognized in cases where fundamental contractual obligations have been breached.
6. De Gruyter disclaims all liability for indirect loss or damage, in particular consequential loss resulting from defects, unforeseeable or atypical losses and loss of profits, in cases attributable to acts of minor negligence committed by it or its vicarious agents and representatives.
7. The provisions contained in the foregoing paragraphs of this clause cover all contractual and non-contractual claims resulting from this contract or from use of the De Gruyter website.
8. In any case the liability under the product liability law remains unaffected.
9. User-generated content is uploaded to and stored on the operator’s server at a memory location specifically allocated to that user. The operator is entitled to stipulate the storage conditions. In particular, the amount of storage capacity and the duration of storage of user-generated content are limited. If the storage capacity available to any individual User is exceeded, it will be impossible to store any further content. The provider is also entitled to delete content without prior notice in cases where the storage period has expired.

8. User responsibility

1. All Users of the De Gruyter website and of the Features bear sole and exclusive responsibility for content and contributions input by them and for activities undertaken by them.
publisher does not audit user-generated content or other user input prior to its publication in the Internet.

2. All Users bear sole and exclusive responsibility for creation of backup copies of content input by them. This also includes the software used by them. De Gruyter accepts no responsibility whatsoever for any loss of data.

9. De Gruyter’s rights

1. De Gruyter is entitled to cancel User registrations at any time without stating reasons. Any such cancellation terminates the user’s right to use the services provided by the platform. The publisher can serve notice of cancellation either by letter, by fax or by E mail.

2. De Gruyter is also entitled to delete individual user-generated contributions of parts thereof at any time and at its sole discretion. This applies, in particular, in cases where a user has committed a violation of these conditions for use. In any such case, De Gruyter, when becoming aware of the violation, is entitled and obliged on grounds of its legal responsibility pursuant to the Telemedia Act (TMG) to exclude the user, cancel his registration and to delete content used by or addressed to him. De Gruyter is under no obligation to give Users advance warning of deletion of content generated by them.

3. De Gruyter is also entitled to amend these Conditions for Use of Community Features at any time. Users will be informed of any such amendment by publication of the updated conditions on this website. Users are personally responsible for acquainting themselves with the updated conditions. A user’s continued use of De Gruyter Features after update of the conditions for use shall constitute his acceptance of the updated conditions. Should any user contest the updated conditions for use, De Gruyter shall be entitled to exercise its rights as set out in this clause.

4. De Gruyter reserves the right to modify the Features at any time. This also includes the right to levy a charge for use of the Features or to discontinue them completely.

5. De Gruyter is under no obligation to verify accuracy, completeness or legality of user-generated contributions, in particular, of contributions posted in the Community Section.

10. Final provisions

1. De Gruyter’s Standard Terms of Contract (in the version which is valid at any given time) and Licensing Terms shall also be applicable.

2. Conclusion of this contract or use of De Gruyter services and offers does not in any way constitute formation of a joint venture or partnership, or creation of an employer-employee relationship of an agency relationship between De Gruyter and the individual user.

3. Unless otherwise stated, the content of this website is the property of Walter de Gruyter GmbH und Co. KG and/or its subsidiary companies, branches and legal successors (hereinafter collectively called De Gruyter). The website’s contents are protected by German and foreign copyright and trademark law.

4. Unless otherwise stipulated by law, the place of jurisdiction shall be Berlin.
5. This contract is governed by Federal German law in the version applicable at any given time.
6. Should any of the individual provisions contained in these conditions for use prove or subsequently become invalid, this shall not affect the validity of the remaining provisions. In the event of invalidity of any provision the parties to this contract will agree a legally valid alternative provision corresponding as closely as possible in commercial terms to the original invalid provision. The same shall apply in the event of subsequent discovery of any omission from the contract.