

# General Terms and Conditions of Participation

Version 1, 4 May 2016

## 1. Scope

The University of Passau, Innstraße 41, 94032 Passau, provides as an accompaniment to the EU-funded research project "iHEARu" a browser-based game "iHEARu-PLAY" (herein referred to as the service) under the domain <https://ihearuplay.fim.uni-passau.de> for consumers (herein referred to as the users). The service provides users the opportunity for free data recording and data annotation (herein referred to as the offers).

The General Terms and Conditions of Participation outlined below contain all information about the usage of the service. Through registration, the user agrees to the regulations of the following General Terms and Conditions.

## 2. Terms of Use

The user is not obliged to use the service or attract new users. All offers provided by iHEARu-PLAY are free of charge and are based on a purely voluntary basis.

By registering on iHEARu-PLAY, the General Terms and Conditions of Participation and the General Privacy Policy are recognized in full by the user.

## 3. Eligibility and Registration

- 3.1** The registering user has to specify an arbitrary username in the registration process.
- 3.2** Registration can be done through an e-mail address or an existing Facebook account. In the first case a registering user chooses a password for the portal, in the second case the application is made directly through Facebook without the need to enter a password.
- 3.3** The user is required to keep their password secret. iHEARu-PLAY will never ask the user for the password nor will it forward the password onto any third party.
- 3.4** The registering user affirms they are over the age of 16 years at the time of the registration.
- 3.5** The registering user commits not to give false information about themselves and in particular not to register under a false identity. If any changes are required to registration data, users should notify iHEARu-PLAY immediately.
- 3.6** The registering user consents during registration to receive e-mails containing changes of the Terms and Conditions of Participation, privacy statements or other principles. As long as they are a registered user of iHEARu-PLAY, the user cannot refuse to receive these e-mails.

## **4. Obligation of the User**

- 4.1** The user is responsible for all texts, photos, comments, voice recordings and other materials, which they contribute to the service. The user is also responsible for the content to which they link, send via the service or make available in any other way to third parties.
- 4.2** The user is prohibited to add into their content: swearwords, insults, threats, obscenities, false statements, degrading, defamation, libel, defamatory, sexist, pornographic, racist, right-wing extremist, violent, extremist; or any other illegal, political statements and formulations. The user is also prohibited to harass, abuse, insult, harm, defame, slander, denigrate, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability.
- 4.3** The user is prohibited to provide third party content (for example patents, trademarks, copyrights, privacy rights, naming rights, etc.) which, through publication or sending, violates the applicable law.
- 4.4** The user is prohibited to add into their content: names, postal addresses, e-mail addresses, car registration plates or any other personal data of third parties which would allow the identification of a third party.
- 4.5** The user is prohibited to provide content which harms the service or its users. This includes: linking to and/or sending contents which have been automatically generated; the adding of chain e-mails, viruses, worms, trojans, etc; or to smuggle in any other dangerous software or elements in the portal. iHEARu-PLAY reserves the right to delete any mass mailing of a user.
- 4.6** The user is prohibited to use and/or store viruses or any other types of malicious code which in any way affect the functionality or operation of iHEARu-PLAY, any related websites, other websites in general or the Internet.
- 4.7** The user agrees not to use any tools, algorithms or other automatic functions to generate page views or content.
- 4.8** The user shall ensure that their access to the service will be used only by themselves and any unauthorized access by third parties is excluded.
- 4.9** The user is prohibited when using iHEARu-PLAY:
  - (a) to use the service for any unlawful purpose and to violate international, federal, state regulations, rules, laws, or local ordinances
  - (b) to request others to take part in illegal activities or conduct them
  - (c) to infringe iHEARu-PLAY's intellectual property rights or the intellectual property rights of third parties
  - (d) to submit false or misleading information
  - (e) to interfere or to circumvent with the security features of iHEARu-PLAY or any related website, other websites in general or the Internet
  - (f) to collect or to track data of others
  - (g) to use spam or phishing
  - (h) to use the service for obscene or immoral purposes.

iHEARu-PLAY reserves the right to terminate the users access to the service or any related website for violating any one of the prohibited purposes.

## **5. Grant of Rights**

- 5.1** The user takes note of the functions of the service, does completely agree with it, and grants iHEARu-PLAY the right for the duration of the usage, to make use of the functions in terms of their profile or to allow other users to view the profile. The user grants iHEARu-PLAY the unlimited, non-exclusive, but transferable rights of use of the contents for the comprehensive evaluation and the purposes of the portal.
- 5.2** The granting of rights includes in particular the rights of iHEARu-PLAY for storing, archiving, reproduction, distribution, transmission, making public available, broadcast and public reproduction of content, regardless of the manner of transmission/transfer, to be received by any receiver.
- 5.3** The lack of a copyright notice on any individual work (e.g. photo) shall constitute as a waiver of the user, against iHEARu-PLAY and other users as part of the right of determination pursuant to Paragraph 13 Urheberrechtsgesetz (§ 13 UrhG), to be named as author.
- 5.4** Each user of the service has the right to delete their content added to iHEARu-PLAY by themselves.

## **6. Liability for Content**

- 6.1** iHEARu-PLAY explicitly states that the content posted and sent by the users are purely the subjective facts, opinions and views of each user, for which the users themselves are responsible.
- 6.2** iHEARu-PLAY does not endorse the content of the user, does not carry out preliminary examinations and assumes no responsibility for the correctness and/or legality of the contents.
- 6.3** If iHEARu-PLAY gains the knowledge of contents which can be deemed illegal and/or contrary to these General Terms and Conditions, iHEARu-PLAY has the right to delete these contents immediately.
- 6.4** The user has to ensure and guarantee that their contents do not violate rights of third parties (for example, patents, trademarks, copyrights, privacy rights, naming rights, etc.) or violate the law (for example, youth protection law, competition law, etc.).
- 6.5** iHEARu-PLAY provides information of the partners in the use of service. iHEARu-PLAY and its partners operate their respective websites independently. iHEARu-PLAY explicitly dissociates itself from the websites, which can be accessed on iHEARu-PLAY's operated or hosted websites links. The provider, partner or operator is always responsible for the topicality, correctness, completeness or quality of the content provided on the linked sites; iHEARu-PLAY has no influence here. The linked sites were checked at the time of linking for possible legal violations. Illegal contents were not found at the time of linking. A permanent control of the linked pages is unreasonable without concrete evidence of a violation. Upon notification of rights violations, such links will be promptly removed.
- 6.6** The contents of the service have been created with great care. However, no guarantee can be made for the correctness, completeness and topicality of the content. As a service provider iHEARu-PLAY is responsible for the own content on these pages under

the general laws according to the Telemediengesetz (TGM) Paragraph 7 Allgemeine Grundsätze article 1 (§ 7 paragraph 1 TMG). According to the Telemediengesetz (TGM) Paragraph 8 Durchleitung von Informationen (§ 8 to 10 TMG) iHEARu-PLAY is not obligated as a service provider, to monitor transmitted or stored information, or to investigate circumstances that indicate illegal activity. Obligations to remove or to block the usage of information under the general laws remain unaffected. However, relevant liability is only possible from the date of knowledge of a specific infringement. Upon notification of corresponding infringements iHEARu-PLAY will immediately remove this content.

- 6.7** iHEARu-PLAY does not guarantee that the service is continuously available and/or accessible. iHEARu-PLAY is not liable for technical transmission delays, interruptions, errors, failures of the service and the resulting consequences for users, such as data loss.
- 6.8** iHEARu-PLAY is not liable for the unauthorized acquisition of data to users by third parties, such as by hackers.

## **7. Violations, Exclusion and Withdrawal of the Portal**

- 7.1** Should the user violate these general terms and conditions, iHEARu-PLAY will be entitled to demand the right to exclude the user temporarily or permanently, and to lock their profile and/or to delete the content posted by them.
- 7.2** If a user believes that individual content infringes on rights of third parties, violates the law or are against these General Terms and Conditions, please contact iHEARu-PLAY with an exact description of the offending content.
- 7.3** In the event of the deletion of the user account the users e-mail and its associated username will be immediately deleted. A deletion of the generated recordings and performed annotations can be performed at any time prior to the deletion of a user's account. However, a deletion of anonymous or pseudonymous data already used and published is not possible at any time. After deletion of the user account an assignment to the existing recordings and annotations, as well as on the anonymous profile data is no longer possible and thus a deletion of this data is at no time more feasible. An inactive user account will be deleted latest after three years. iHEARu-PLAY strives to implement changes to entries in the iHEARu-PLAY database as soon as possible. However, not all databases are immediately updated and old data can remain in archives and records for short periods of time until they are updated.

## **8. Term and Deletion of the User Account**

The user account exists for an indefinite period. The user is entitled all the time to delete the user account without giving reasons with immediate effect. iHEARu-PLAY can delete the account at any time without giving reasons. In the event of cancellation by iHEARu-PLAY the service will send a notification to the user's stored e-mail address. Independent of the actual, confirmed receipt of this notification, the participation shall be considered as being terminated immediately effective with the demonstrable delivery of the cancellation notice

from iHEARu-PLAY. If the user disagrees on the current version of the General Terms and Conditions the participation ends with the appeal being sent.

## **9. Copyright Law**

All data, information, images and texts operated by iHEARu-PLAY enjoy copyright protection under the copyright law. Reproduction, distribution or modification, and any kind of exploitation outside the limits of the copyright law require the written consent of iHEARu-PLAY. Any unauthorized reproduction, distribution, modification, public disclosure and/or publication constitutes a copyright infringement and will be pursued under the copyright laws. Insofar as content not created by the service, the copyright of third parties has to be considered.

## **10. Severability Clause**

Should one or more regulations of these General Terms and Conditions be considered ineffective by a competent court, the validity of the remaining regulations will not be affected. Regulation(s) found to be ineffective will no longer apply; note all other relevant legal regulations will still be applicable.

## **11. Applicable Law**

The rules on participation in iHEARu-PLAY underlie the law of the Federal Republic of Germany. Any legal case shall be heard under the Jurisdiction of Passau.

## **12. Notification of Change**

These General Terms and Conditions can change over time. In this case, the user will be informed about the planned changes immediately and they will be published freely accessible on the website of the service. The amended terms will take effect for all new users immediately and for existing users 30 days after they have been communicated to the registered e-mail address, unless the user disagrees on the new terms.

If there are any questions about these General Terms and Conditions of Participation of iHEARu-PLAY, users can contact the administrators of the service anytime via the contact form.

\*Only the German version of this document is legally binding; this translation is only intended to assist your understanding.