

Special Terms and Conditions of Use for think project!

Last update: 23.08.2007

The user agrees with the customer and the provider on the following Terms and Conditions of Use:

The user shall

- 1 refrain from attempting to interfere himself or cause an unauthorized third party to interfere with programs operated by the provider;
 - 2 protect any access and use authorizations assigned to him as well as any identification and authentication safeguards against use or access by a third party and shall immediately change or have the provider immediately change such information if the user has reason to believe that an unauthorized third party may have obtained knowledge thereof;
 - 3 ensure that, particularly with respect to transferring texts and data to servers of the provider, the person who supplies such information in this way complies with all such license and other proprietary rights as have been defined by such person;
 - 4 refrain from misusing think project!; in particular, the user shall not communicate or identify any incorrect information or information with illegal contents or contents that contravene public policy. Such information shall be defined, primarily, as information that serves to incite hatred and violence against segments of the population pursuant to StGB (German Criminal Code) ss. 130, 130 a and 131, to induce a person to commit an offence or information that glorifies or minimizes violence or that is sexually offensive or information that is deemed pornographic under s. 184 StGB (German Criminal Code) or information that is liable to cause severe moral harm to children or adolescents or that harms their welfare and well-being as well as information that can damage the reputation of the provider;
 - 5 enter into agreements concluded via think project! only to such extent as is permitted under the law;
 - 6 not misuse or abuse the potential exchange of electronic messages for the purposes of unsolicited distribution of messages or information to a third party for advertising purposes (spamming);
 - 7 use the content made available through think project! only as intended and only for his own use;
 - 8 not make any changes to the physical or logical structure of the software or operating system and/or the platform configuration and shall refrain from using any such equipment, software or data as may result in such changes;
 - 9 not attempt to gain unauthorized access to the data of any third party;
 - 10 immediately report to the customer or the provider any defects or damage that are liable to impair the reliability of operation of think project!;
 - 11 take any and all reasonable measures that allow for and/or facilitate the determination and/or elimination of the causes of such defects or damage;
 - 12 keep confidential all secret information disclosed in connection with the use of think project! and shall take the necessary measures to ensure that no unauthorized person can access such confidential information and shall refrain from using such confidential information obtained for own or external purposes without the proper authorization or from registering or claiming commercial or other proprietary rights thereto;
- 13 save the customer and provider harmless from any claims by a third party that may be brought against the customer or provider on the basis of an unlawful use of think project! on the part of the user and shall compensate the customer or provider for all costs related to a legal defence and other damages that may arise in connection with such claims.
 - 14 Data protection and privacy
 - 14.1 The provider guarantees the integrity of such data in accordance with specific and relevant data protection laws as are processed as part of the services agreed upon.
 - 14.2 The user shall agree in express terms that his personal data may be stored, transmitted, deleted or locked by the provider to such extent as this may be necessary in consideration of the legitimate concerns of the customer and the purposes of this agreement. The provider shall collect, process and use personal data of the customer without the customer's consent only to such extent as such measures are necessary for the creation and execution of the agreement as well as for accounting purposes. In addition, the provider shall not pass personal data on to any third party (list brokers, providers of direct mailing lists, etc.). For further information, please refer to the "Privacy Statement" online.
 - 14.3 In particular, the user shall agree that his personal data may be stored, deleted or locked by a third party on the basis of a data transmission as part of an agreement entered into by the provider for the purposes of contract data processing.
 - 14.4 If the user processes personal data as part of such a contractual relationship (e.g., data of other users), he, too, shall be bound by the provisions on data protection. Provider shall process such data only to such extent as directed by Customer (s. 11, para. 3 BDSG, German Federal Data Protection Act). Customer shall remain "in charge of these data" and shall have exclusive rights in relation to Provider.