

Terms of use for the "Partner search" service

status: September 20, 2021
responsible: eclareon GmbH

1. SCOPE OF APPLICATION AND SUBJECT MATTER OF THE CONTRACT

The following terms of use apply to the use of this service in the relationship between the "user" and eclareon GmbH as operator of the service. The user accepts these terms of use by confirming them during his registration.

The subject matter of the contract is the free use of the service "Partner search", a password-protected online platform, usable as an information and communication platform ("Service").

2. REGISTRATION AND CONCLUSION OF CONTRACT

Prerequisite for the use of the personalized services is a prior registration. Upon registration, the user must provide truthful information and will be informed about the data protection regulations and asked for data protection consent. After registration, the user receives an e-mail with a confirmation link. With the activation of the user account by the ENABLING PV project team of eclareon GmbH the free service usage contract comes into effect.

The user has no legal claim to activation of an account. The unrestricted domiciliary right of eclareon GmbH applies. Especially the right to exclude certain users lies with eclareon GmbH as well as its administrators and moderators.

The user may not give his access to third parties for use and is responsible as the owner of the account for protecting it from misuse. He is therefore obliged to keep his access data secret and to protect it from access by third parties. The use of protected brand names or names of other natural or legal persons as usernames is not permitted.

The user may stop using the service at any time and have his registration and login data deleted for any reason whatsoever.

3. SERVICES OF ECLAREON GMBH

eclareon GmbH allows the user to read and publish contributions on the online platform and to communicate with other users within the scope of these Terms of Use. For this purpose, eclareon GmbH provides the user with a platform with various community functions free of charge within the scope of its technical and economic possibilities.

eclareon GmbH shall endeavor to keep its service available as uninterrupted as possible. The eclareon GmbH does not assume any further service obligations. In particular, the user has no claim to constant availability or trouble-free operation of the service.

eclareon GmbH reserves the right to change, extend, interrupt, or discontinue all or individual components of its service at any time, temporarily or permanently, with or without notice to users, which may also result in the deletion of existing user accounts and/or user content.

4. DUTIES OF THE USER AND RULES OF CONDUCT

Within the scope of his registration, the user undertakes to always provide truthful, current, and complete information about his own person as specified in the registration form and may not deceive eclareon GmbH or other users about his identity at any time.

By publishing content on the online platform, the user assures to be the owner of all necessary rights. The user undertakes not to publish any contributions on the online platform that violate morality or applicable law. In particular, the user undertakes not to publish any contributions,

- whose publication constitutes a criminal offence or an administrative offence under German or Russian law,

- which violate copyright, trademark or competition law in the EU or Russia,
- which violate foreign data protection rights under EU law (e.g. publishing private messages without the sender's consent),
- that have insulting, untrue, racist, discriminatory, harmful to minors or pornographic content,
- that contain commercial advertising, which includes graphics or links with or without post text in a signature or within posts.

Users shall also always observe common decency and treat each other with respect and shall not use the Service to threaten, harass, otherwise injure, deceive, or damage the reputation or business of any other user or third party.

In case a user witnesses a violation of these Terms of Use by another user, he/she is obliged to inform the administrators by sending an e-mail to info@enabling-pv.ru.

5. SANCTIONS FOR BREACH OF DUTY; EXCLUSION FROM THE PLATFORM

In case of violation or existence of sufficient suspicion of a violation of the duties mentioned in clause 4 above, eclareon GmbH may, at its sole discretion, impose the following sanctions on the user:

- deletion or modification of contents which the user has posted, even if these could contain a legal violation or a violation of morality according to the discretion of eclareon GmbH,
- issuance of a warning or warning letter,
- restriction of the use of the service,
- temporary or permanent blocking of access,
- termination of the user contract and deletion of all data and contents of the user, also without notice and without prior contact.

The user indemnifies eclareon GmbH from all claims of third parties, which are asserted by the latter due to the culpable violation against the obligations mentioned in clause 4 above by the user. The user undertakes to support eclareon GmbH in good faith with information and documents in the defense against such claims. The user is also obliged to bear the costs of the necessary legal defense of eclareon GmbH. Further rights and claims for damages of eclareon GmbH shall remain unaffected.

6. GRANTING OF RIGHTS OF USE

The copyright for the posted contributions, as far as they are copyrightable, remains with the respective user. However, the user grants eclareon GmbH the right to permanently publish contributions on <https://b2b.enabling-pv.ru/login>

- to make contributions permanently visible and accessible on the online platform (also translated) for all other users,
- to move them within the online platform and to combine them with other contents,
- to change or partially delete if this is required according to section 5.

The user has no right to the deletion or correction of contributions created by him.

7. WARRANTY AND LIABILITY

eclareon GmbH does not warrant the accuracy, completeness, reliability, timeliness, and usefulness of the content provided free of charge and the content provided by users, nor do they represent the opinion of eclareon GmbH. Infringing contents of users will be deleted by eclareon GmbH immediately upon knowledge of the infringement.

Claims for damages of the user against eclareon GmbH, its legal representatives and vicarious agents are excluded, unless otherwise stipulated below. Excluded are claims for damages due to a guarantee or assurance given by eclareon GmbH, due to an injury to life, body, health, due to the product liability law and claims for damages due to the violation of essential contractual obligations. Essential contractual obligations are those whose fulfillment is necessary to achieve the goal of the contract. Also excluded from the exclusion of liability is liability for damages resulting from an intentional or grossly negligent breach of duty by the Provider, its legal representatives, or vicarious agents.

8. TERM AND TERMINATION OF THE AGREEMENT

This agreement is concluded for an indefinite period of time and may be terminated by either party without notice in written form (e.g. by e-mail).

After termination of this agreement eclareon GmbH is entitled, but not obliged, to delete the contents created by the user. A claim of the user for the surrender of the contents created by him is excluded.

In case of an important reason, in particular due to a violation of the obligations in clause 4, eclareon GmbH shall be entitled to block the User's access immediately and to terminate the contract without notice. In this case, the user concerned may only register again with the prior written consent of eclareon GmbH.

9. CHANGE OF THE TERMS OF USE

eclareon GmbH reserves the right to change these terms of use without giving reasons. eclareon GmbH will inform the user in due time about the changes during the visit following the change and ask for the user's consent to the changed terms of use. If a user does not object, the terms of use shall be deemed accepted. If the user objects, the membership will be terminated.

10. CHOICE OF LAW

The contractual relations between eclareon GmbH and the user shall be governed by the laws of the Federal Republic of Germany. With respect to consumers, this choice of law shall only apply to the extent that the consumer is not deprived of the protection afforded to him by the mandatory consumer protection provisions of the state in which he has his habitual residence.