

General Terms of Use of the Informationsdienst Wissenschaft e.V.

§1

1. The idw grants the idw member the right to use the following database-supported services of the idw in particular:
 - Transmission of current press releases to subscribers: the idw member is entitled to forward own press releases via the idw; the recipients are subscribers who have taken personal subscriptions to the idw in line with their professional and regional interests.
 - Posting of press releases on the news service and the news archive: any press release sent via the idw will be published and stored on publicly accessible Internet pages of the idw.
 - Entry of event dates in the science calendar: the idw member is entitled to announce own activities and events on publicly accessible Internet pages of the idw.
 - Participation in the experts' broker: the idw member is entitled to receive all requests on an up-to-date basis that are entered by journalists in the idw experts' broker.
2. Any employee of the idw member may look into and independently modify his / her own personal data via a password-protected personal access, provided that these data are stored in the idw system.

§2

The idw member guarantees that its rights of use referred to in § 1 will be exercised only by persons assigned to do so on the basis of service contracts, employment contracts, contracts for work and labour or other contracts. Losses and expenses (including costs of legal proceedings), which the idw member incurs due to infringement of this due diligence, shall not give rise to the assertion of claims against the idw.

§3

The idw undertakes

- a) to instruct persons assigned by the idw member to use the idw services on how to handle the idw systems either by telephone or by e-mail and to offer a service address on the Internet for questions relating to the use of these services

- b) not to modify texts and images posted on the idw by idw members through editorial intervention
- c) to forward further inquiries about such content to the respective idw member.

§4

1. The idw cannot be held liable for losses or expenses (including costs of legal proceedings), which the idw member incurs as a result of texts or images distributed via the idw.
2. The idw member exempts the idw from any potential third-party claim resulting from texts or images which it distributed via the idw.

§5

1. The idw member undertakes only to post press releases and images on the idw database which bear the name of the person responsible under press law.
2. Furthermore, the idw member undertakes
 - a) not to distribute any illegal content via the idw
 - b) to distribute only such information via the idw that is directly related to research, studies and teaching, research promotion, science policy or the transfer of knowledge and technology, or refers to its own activities and events.
 - c) to properly use the classifications predetermined by the idw system when distributing information
 - d) not to use the idw for the distribution of advertising messages not primarily serving the purpose of information about science and research
 - e) to forward requests distributed via the idw's broker services only to experts of idw member institutions to the best of its knowledge.

§6

The idw's archival storage functions serve public documentation of the information distributed via the idw. For that reason, the idw member will be entitled to demand subsequent deletion or modification of such information only in substantiated exceptional cases. The idw reserves the right to delete or temporarily block texts and / or images violating the rights of third parties.

§7

If the idw member uses the idw services to refer to Internet pages of third parties by means of text or by technical means (placing of a link), the idw does not assume any guarantee for the accessibility and up-to-dateness of these pages; neither will it be responsible for the content of such pages.

§8

1. The idw member grants the idw the following rights of use regarding texts and images which persons commissioned by the idw member distribute via the idw:
 - a) the right to further distribution, be it free of charge or in return for payment
 - b) the right to reproduction, be it free of charge or in return for payment
 - c) the right to commercialisation, be it free of charge or in return for payment
2. In addition, the idw member grants users of the idw the right to access and print out these texts and images or transfer them to their own Internet pages. The idw member does not object to the publication of such texts and images by journalists, editorial departments or other news-processing institutions, provided that the rules of quotation are complied with. The idw will point this out to its users in the terms of use, but cannot be held liable for any infringement as regards this matter.
3. The transfers of rights in paragraphs 1 and 2 are non-exclusive. Their validity is unlimited in space and time. The idw member guarantees that these transfers are not opposed to by rights of third parties, contractual relationships with third parties and statutory regulations.
4. The idw member exempts the idw from any third-party claims resulting from an infringement of the guarantee in subparagraph 3 sentence 3, and will provide compensation for any losses and expenses (including the cost of legal proceedings) potentially resulting in this respect.

§9

The idw is anxious to ensure technical availability as unrestricted as possible of the services referred to in § 1. However, the idw cannot be held liable for cases of complete or partial breakdown of the idw services.

§10

As far as this is permissible under the law, the idw member waives in advance any remuneration for the transfer of usage rights referred to in §8 subparagraphs 1 and 2 as well as remunerations for the use of texts and images rendered possible by this waiver.

§11

1. The idw member will be notified of amendments to these general terms of use in writing. If the idw member does not react to such a notification, this will be regarded as consent to the amended terms of use. The written transmission of the amended terms of use will contain an indication in each case that the idw member has the possibility of raising an objection within one month after posting of the amended terms of use.
2. Should a provision of these general terms of use be invalid, the validity of the terms as a whole shall not be affected.
3. The place of jurisdiction is Bayreuth.