

Terms of use

1) Definitions, and a description of the Joint Mobility Platform and its functions

1.1 The Joint Mobility Platform (the "platform") is provided and operated by the DZNE (the "operator"). The platform is a carpooling / ridesharing website, on the Internet, that the operator's own employees, and employees of the Bonn University Hospital (UKB) and of the UKB's subsidiaries (the "UKB"), can access from their places of work. The operator neither offers nor arranges transport services. The operator provides the platform free of charge, solely for the purpose of enabling employees of the DZNE and of the UKB to offer – to other employees of the DZNE and of the UKB – and find carpooling / ridesharing options for travel to and from the DZNE/UKB.

1.2 Only employees of the DZNE and of the UKB (the "users") are eligible to register for use of the platform. Users register in person at the DZNE's reception desk. To register, users must present their service ID cards and provide the following personal data:

- Last name
- First name
- E-mail
- Address (home)
- Date of birth
- Sex
- Employer
- ID number

Of these data items, the only items that users can change online, after registering, are their last names and e-mail addresses.

1.3 To register for the system, users must accept these terms of use, which define the legal relationship that applies between the operator and the users. If the terms of use are updated, users must accept the updated form of the terms in order to be eligible for any further use of the platform. The full text of the terms of use is provided, on the platform, under the link "terms of use" ("Nutzungsbedingungen"). The terms may be downloaded and printed out as a PDF or text file.

1.4 The operator provides only the platform (the website) on which users can share data relative to carpooling / ridesharing options. Users use the platform under their own responsibility and at their own risk. Carpooling / ridesharing options presented on the platform must include certain required information, such as the relevant date, starting point, ending point, etc. In each case, the system automatically deletes each one-time carpooling / ridesharing option 30 days after the date given for the option, if the relevant user has failed to delete the option himself/herself. Regular carpooling / ridesharing options are deleted only by the relevant users themselves, at their discretion. The operator forwards carpooling / ridesharing

requests to the relevant users who have offered carpooling / ridesharing. Contacts between offerers and seekers of carpooling / ridesharing options are initiated by seekers, in a process that involves no disclosure of offerers' personal data. In each case of such contact initiation, the offerer of the carpooling / ridesharing option receives an e-mail with the seeker's name and e-mail address. Such e-mails may also contain any additional information – such as a telephone number – that the seeker has provided. In each case, the offerer of the carpooling / ridesharing option decides whether he/she wishes to respond to the seeker's contact request. The platform does not save such contact messages.

1.5 At no time will the operator seek to interfere with carpooling / ridesharing options, including the relevant destinations, travel times or other terms involved. In each case in which an option is offered and used, the only legal relationship that exists relative to the option is the legal relationship between the relevant users. The operator does not represent any users, nor will the operator function as such a representative.

1.6 Users agree to use the platform solely for non-commercial purposes. Carpooling / ridesharing options must be offered either free of charge or for a charge not exceeding an equitable share of the applicable operational costs.

1.7 The operator reserves the right to temporarily block any content or carpooling / ridesharing options that appear to be impermissible, as well as the right to permanently exclude any content or carpooling / ridesharing options that prove to be impermissible.

2) Term, and period of notice

2.1 User agreements for the platform are valid for an indefinite period. Each user may terminate his/her agreement at any time, with immediate effect. Notices of termination may be submitted by e-mail to joimop@dzne.de. Users who e-mail their notices of termination must use, for this purpose, the e-mail address they have given in their registration for the platform. Notices of termination may also be submitted in writing. Written notices of termination should be directed to:

DZNE e.V.
"JoiMoP"
Sigmund-Freud-Straße 27
53127 Bonn

2.3 The platform is available only to employees of the DZNE and the UKB. When a user's employment relationship with his/her employer is scheduled to terminate, the user must inform the operator of this fact no later than two weeks prior to the expiry of the relevant employment contract, sending such notification by e-mail, or in writing, to the e-mail address / mailing address given in 2.1. Once a user's employment relationship ends, his/her user agreement for the platform ends as well.

2.2 The operator may terminate user agreements, with a 14-day period of notice.

2.3 The right of termination for an important reason shall not be affected.

3) Liability

3.1 In cases of breach of duty and tort, the operator is liable for damages caused intentionally or through gross negligence. In the case of damages caused through slight negligence, the operator shall be liable only if an essential contractual obligation is violated; in terms of extent, however, such liability shall be limited to the types of damage foreseeable, and known to be typical for the type of agreement involved, when the agreement was concluded. In the main, the operator's essential contractual obligation consists of providing the platform (the website). In particular, the operator is not liable for the following:

- The correctness and completeness of the data and information provided by users;
- The intentions of users offering or seeking carpooling / ridesharing options;
- The actual provision of announced carpooling / ridesharing options, and the consequences of any failure to provide announced options;
- Damages caused during travel within the framework of a carpooling / ridesharing option.

3.2 The operator does not guarantee that the platform will function error-free at all times. The operator is entitled to carry out maintenance work on the platform at any time. The operator will, however, strive to keep disruptions to a minimum. In addition, the operator is entitled to terminate the operation of the platform at any time. If such termination is planned, the operator will inform the users in advance.

3.3 The above restrictions and exclusions of liability do not apply in the event of death, injuries or damage to health, or in the case of claims under the Product Liability Act (Produkthaftungsgesetz).

3.4 The operator does not provide any insurance coverage for usage of the platform. Users' entitlements, with respect to their employers, to statutory insurance coverage shall not be affected.

4) Copyrights

Content that the operator creates for the platform is subject to German copyright law. Any and all reproduction, editing and distribution of such content, and any type of commercial use of such content outside of the applicable framework defined by copyright law, is subject to the written consent of the relevant author or creator. Downloading and copying from the platform is permitted solely for private, non-commercial use. Copyrights of third parties are labelled as such and are respected

Terms of use for the JoiMoP

by the operator. Users who become aware of any copyright violations are requested to bring such violations to the operator's attention. Upon becoming aware of such legal violations, the operator will immediately remove the pertinent content from the platform.

5) Data protection

The operator collects, processes and uses personal data to the extent allowed by the declarations of consent granted him, and in keeping with the relevant users' registration applications for use of the platform. Furthermore, the operator uses such data only as allowed by law.

6) Final provisions

6.1 If individual provisions of these terms of use are invalid or infeasible, or become invalid or infeasible after the agreement has been concluded, the validity of the rest of the terms of use shall not be affected.

6.2 The operator reserves the right to update and amend these terms of use at any time, as necessary. Users will be informed of any such changes in advance.

6.3 Any ancillary agreements to these terms of use are valid only if they have been confirmed in writing by the operator. This also applies to any cancellation of this provision.

6.4 These terms of use are subject to German law.