

# Terms of Service

## ACCESS – Wiki-Plattform

by

## Leipzig University

African Centre for Career Enhancement and Skills Support (ACCESS)  
Ritterstr. 9-13 | 04109 Leipzig | Germany  
- hereafter referred to as **“WE”** or **“ACCESS”** -

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We, ACCESS, the African Centre for Career Enhancement and Skills Support, are operating a participatory wiki platform which is free of charge (hereafter referred to as **“PLATFORM”**).

The platform is based on the idea of an easily accessible public online-library, which can be filled with own material (digital content of all kinds) by registered users (hereafter referred to as **“MATERIAL”**). Therefore, we welcome you to have a look at the material as a reader and invite you to take part as an author.

With your access to this website and its use you confirm that you have read, understood and agreed to the following Terms of Service and that you agree with the privacy policy of the platform.

The legal and effective operator of the platform is the Leipzig University as representative of ACCESS.

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### 1. GENERAL TERMS OF USE

#### LIMITATIONS ON USE

You may only use this platform within the regulations of these Terms of Service (hereafter referred to as **“TERMS”**) and only to the extent permitted by any applicable law.

#### OUR ROLE

By operating this website, ACCESS enables publishing material primarily as a hosting service. Since all material is provided by yourself as users, we are not editors. That is why you are legally responsible for your uploaded material. Therefore, we do not take any responsibility for this material. We do not guarantee for the truthfulness of the material, nor does it reflect our own opinion.

#### FREE OF CHARGE

Access and use of the platform are free of charge.

#### VIEW AND USE MATERIAL (“READER”)

There is no need to register, unless you want to create and upload own material (hereafter referred to as **“UPLOADED MATERIAL”**). Viewing material as a “reader” is possible for everybody. By viewing and using material from this platform, you accept and agree to be bound by the terms and conditions of the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License [CC-BY-NC-SA 4.0](https://creativecommons.org/licenses/by-nc-sa/4.0/), which you can find here: <https://creativecommons.org/licenses/by-nc-sa/4.0/>.

All uploaded material on this website is covered by this CC-BY-NC-SA 4.0 license, unless otherwise is expressly regulated in these terms and conditions.

#### CREATING OWN MATERIAL (“AUTHOR”)

You must register (create an account) if you want to create, edit and upload own material. This registration is free of charge and open to any natural person. It must be made under a real identity with a correct e-mail address. If you enter your first name, last name and e-mail address, you are obliged to provide truthful information. The use of fantasy names is not permitted, nor is the use of invalid e-mail addresses.

ACCESS does not claim ownership of the uploaded material. Your material remains yours. However, by uploading material you grant ACCESS a worldwide, fully paid, non-exclusive, non-temporary, royalty-free, non-revocable,

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transferable, sub-licensable and unrestricted right to use the uploaded material without any compensation or obligation to you. In particular, ACCESS reserves the right to edit, distribute, reproduce, modify, adapt or publish your material. The purpose of this license is alone the correct and lawful operation of this platform.

You accept and agree that your uploaded material is made available to general public under the above-mentioned terms and conditions of the Creative Commons License [CC BY--NC--SA 4.0](#).

You are fully responsible for all activities that occur under your account. You are therefore also responsible for keeping your password secret to prevent unauthorized access.

ACCESS is in no way obliged to publish your material.

## 2. CONDUCT | REMOVAL OF CONTENT | MISBEHAVIOR

### YOUR CONDUCT

You agree that you will not use this platform to upload any material that is unlawful, harassing, tortious, defamatory, libelous, abusive, threatening, violent, obscene, vulgar, inflammatory, invasive of another's privacy, hateful, racially or ethnically offensive, or which we consider to be otherwise harmful. You confirm that you will not engage in any copyright infringement or other intellectual property infringement.

### REMOVAL OF CONTENT

ACCESS reserves the right to determine at any time whether the uploaded material is appropriate or violates the principles of these Terms. If uploaded material is found to be in violation of these Terms, ACCESS may move, refuse, modify or remove material at any time, without prior notice and in its sole discretion. Notwithstanding the foregoing, ACCESS reserves the right to modify material in individual cases.

### MISBEHAVIOR

We reserve the right to block or delete your registered account in case you uploaded material that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, inflammatory, invasive of another's privacy, hateful, racially or ethnically offensive, or which we consider to be otherwise harmful.

## 3. FURTHER PROVISIONS

### PUBLICITY

We may undertake publicity activities relating to the ACCESS Wiki-Platform. If you participate, you agree to ACCESS using your name, to ACCESS disclosing your university and country.

### DATA PROTECTION

For further information about the collection, processing and use of personal data or other data, please consult our Website.

### HYPERLINKS AND THIRD-PARTY CONTENT

This website may contain hyperlinks to other web sites. As ACCESS does not have any control over these sites and has no obligation to monitor such content provided by others (third-party content), you acknowledge and agree that ACCESS shall in no way be liable or responsible for the existence of third-party sites or the content of such sites. This applies to all content provided by third parties.

## 4. WARRANTIES | LIABILITIES | DISCLAIMER

### WARRANTIES

Since this platform is free, ACCESS does not provide any warranty or guarantee for the functionality or the availability of the platform. We reserve the right to terminate or suspend this platform at any time. Furthermore, we reserve the right to always change these Terms.

### LIABILITIES

We are liable contractually and legally for property damages and/or financial damages resulting from the violation of substantial contractual principal obligations where you can rely on complying with and which are essential to attain the main objectives of the contract and therefore are preconditions for the execution of this terms if said damages were caused at least negligently. Substantial contractual principal obligations are necessary for and enable the orderly



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fulfillment of the terms in the first place. The liability for damages in case of breach of substantial contractual principal obligations is limited to the contract-typical, foreseeable damage.

For all other obligations, our contractual and legal liability for property damages and/or financial damages is limited to cases in which we are ourselves and/or our legal representatives, vicarious agents, or assistants have acted either deliberately or grossly negligently when they caused said damages.

Our legal liability for personal or bodily injury and according to the German Product Liability Act (*“Produkthaftungsgesetz”*) remains unaffected.

#### DISCLAIMER

This website is provided on an “as-is” and “as-available” basis. We specifically disclaim all expressed or implied warranties of all kinds. We do not represent or guarantee that this platform will be free from loss, free from viruses, safe, secure, uninterrupted, timely, accurate or errorfree. If you use or download any material, this happens at your own discretion and risk.

#### THIRD PARTY RIGHTS

By uploading content, you ensure that your material does not infringe upon any rights of third parties, and that you have obtained all permissions, licenses and necessary rights to lawfully publish the material.

We shall assume no liability, to the extent that we refrain from making use of the rights granted. In this respect, you release us from any claims, damages, compensation, costs and responsibilities (including legal costs) that may arise as a result of a breach of these conditions.

## 5. FINAL TERMS

#### WAIVER

A failure by us to enforce any one of the terms and conditions in any instance(s) will not give rise to any claim or right of action by any applicant, nor shall it be deemed to be a waiver of any of our rights in relation to the same.

#### GOVERNING LAW

These Terms shall be governed by the laws of the Federal Republic of Germany. The provisions on conflict of laws shall not apply.

The court of jurisdiction is Leipzig, Germany.

#### OTHER TERMS

Just in case that (a part of) these Terms are found unlawful, void or unenforceable, all other provisions of these Terms will remain in full force.

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