

Terms of use for the "app.memopolis.eu" platform

1. Who is the provider of Memopolis?

Memopolis is offered and operated by:

KINDERVEREINIGUNG® Leipzig e.V.

Competence Center for International Youth Work and non-formal Education //

Competence Center for International Youth Work and non-formal Education

Entry in the register of associations:

Register court: Leipzig Local Court Register number: 1291

Sales tax identification number according to §27 a Sales Tax Act: 231/140/01023

(hereinafter: "Provider")

Responsible for content: Babette Pohle

2. Who implements Memopolis technically?

ROTxBLAU GbR

Diezmannstraße 20a

04207 Leipzig

www.rotblau.de

Hereinafter "technical service provider"

3. What is Memopolis and for what purpose is it offered?

Memopolis is an online platform that serves international youth encounters. It can be used by participating organisations and their members upon invitation by the provider. The participants can create their own user experience. This is done in particular by integrating content they have created themselves ("active participation").

The interested public can visit the projects published there to get an impression of the work of the participating organisations ("passive participation").

4. How does active participation work and what are the basic rules?

- a. Upon request to the operator, one or more admins of the respective organisation ("organisation admins") will be given the opportunity to invite one or more group admins ("team admins") by e-mail.
- b. After confirming the invitation and accepting these terms of use, the team admins can invite the active participants ("builders") to activate their accounts by confirmation.

- c. All users must truthfully state their first and last names when creating their accounts and freely choose a secret password to log in.
- d. For security reasons, it is recommended never to use the same password for several different Internet services! The chosen password should have at least 10 characters and contain numbers and special characters.
- e. All users are obliged to keep the password of their account secret and not to pass it on to third parties. The provider will not ask for the user's password (except during the registration process)! The user alone is responsible for securing and storing his/her access data.
- f. The first and last names of the Team Admins as well as their email addresses are included and visible in their invitation emails to the Builders.
- g. The first and last names of the builders are not publicly visible. However, the builders can freely select a (publicly visible) user name ("Username").
- h. Each user may open only one account and use only his or her own account.

5. Duties of the Team Admins:

- a. The Team Admins are responsible for obtaining and archiving the consent of the respective custodial person(s) in the case of **underage participants** before confirming participation, in order to be able to prove this to the Provider immediately upon request.
- b. In addition, the team admins are responsible for monitoring compliance with the rules for publishing content set out below. If the respective team admin becomes aware of violations, he/she must enforce the rules by removing the corresponding content. In the event of serious or repeated violations, the team admin may permanently block the respective builder.

6. What rules do active participants have to follow when creating content?

Participation requires that all participants accept the values of the EU Charter of Fundamental Rights and do not violate applicable law when using the service. This means in particular

- a. respect for dignity (personal rights):**
 - i. personal information about a person may not be uploaded / published on the platform without that person's consent;
 - ii. all published information that reflects facts must be truthful (i.e. the claims must be demonstrably true - in case of doubt, the source of a factual claim must be cited);

- iii. Images of any kind (photos, videos, drawings, etc.) that visibly depict a person may not be uploaded / published on the platform without the express consent of the person depicted;
- iv. Sound recordings that recognizably reproduce the voice of a person may not be uploaded / published on the platform without the express consent of the person recorded;

b. Respect for the rules of peaceful coexistence:

A peaceful, open and constructive climate should prevail on the platform. The platform may therefore not be used to devalue, insult, expose or ridicule people or to incite violence. It is therefore forbidden to publish corresponding content about the origin, faith, ideology, religion, ancestry, gender, sexuality, appearance, etc. of other people or groups of people. This applies accordingly to links to external content. Content or links that violate these rules can be removed by the respective team admin and/or provider at any time and without further justification.

c. respect for the intellectual property of other participants and third parties (copyright):

- i. any content not created by the uploading person (photos, other images, videos, sound recordings, texts) may only be uploaded / published on the platform with the express consent of the person who created the respective content or who is the holder of the necessary rights of use.
- ii. Music/videos/shorts/memes etc. created by third parties (i.e. by people who are not participants in Memopolis) may therefore not be uploaded as a matter of principle.
- iii. If, in exceptional cases, it appears necessary to use content from third parties that has not been created by the user, this must be clarified with the operator **before** uploading and the operator's consent must be awaited.

d. Respect for the rules of transparency and fair competition

Any advertising for own or other products, services and brands (also by linking to corresponding external websites) is prohibited! Memopolis is a commercial-free space!

7. What should be done if someone violates these rules?

Anyone who feels that their personal rights and/or copyrights or the above-mentioned rules of peaceful coexistence have been violated by a publication on

Memopolis should contact their respective team admin immediately, naming the URL / the content in question.

The provider reserves the right to permanently block individual users in the event of violations of these rules after consultation with the respective team admin and/or to delete their accounts.

8. Rules that go beyond this, which also apply to passive participants:

- a. It is prohibited to make copies of publicly viewable content and/or to publish such content without the consent of the respective rights holders and persons depicted. The content is solely for the purpose of the platform - and not to provide the public with content created by active participants.
- b. The operator therefore reserves the right to take civil and/or criminal action against the unauthorised use of content by third parties after consultation with the parties concerned.

9. Grants of rights / declarations from the active participants in Memopolis:

The participants who upload content to the platform and thus publish it,

- a. **by uploading**, grant to the operator until revocation (by e-mail to dataprotection@memopolis.eu), but at most for the duration of the statutory copyright, **the rights of use necessary for the operation of the platform to the** respective uploaded content as simple (**non-exclusive**) rights of use.

This includes in particular the right to

- i. store the content in accordance with the privacy policy (<https://www.memopolis.eu/data-protection-agreement-datenschutzvereinbarung/>);
 - ii. to make the content publicly available (i.e. to show it publicly on the internet);
 - iii. edit the contents to the extent necessary to enable them to be technically displayed on end devices of different types (e.g. desktop, mobile);
- b. assure that they have created the content themselves and are therefore the rights holders or have demonstrably obtained the consent of the respective rights holders;
 - c. assure that all persons identifiable by the content agree to the publication on the platform;

- d. assure not to disseminate any untrue facts through the publication;
- e. agree not to receive any remuneration for the above grant of rights due to the non-commercial nature of the project;
- f. **are responsible for the legal and financial consequences if they publish content contrary to the rules of these terms of use.**

This means that the participants undertake to indemnify the provider against all claims asserted by other participants or other third parties against the provider due to the infringement of their rights by the publication of content by the participant or due to the participant's other unlawful use of the service.

In this case, the participant shall bear the costs of the necessary legal defence of the provider, including all court costs and lawyers' fees in the statutory amount.

This does not apply if the participant is not responsible for the infringement.

In the event of a claim by a third party, the participant is obliged to provide the provider immediately, truthfully and completely with all information that is necessary for the examination of the claims and for a defence against them.

- g. if the participant is a minor, his/her legal guardian agrees to the above grants of rights and to the making and effect of the above declarations.

10. What can the provider not do?

- a. Ultimately, the provider cannot determine with certainty whether a person acting under a user name is actually the person that person claims to be.
- b. The provider cannot and will not keep the service online "forever", but will at some point (the point in time is - as of April 2023 - not fixed) and if necessary without prior notice temporarily (e.g. for maintenance purposes or due to unforeseen technical malfunctions) shut down or permanently terminate the service. The provider will not make any backup copies of the works and content created by the users beforehand. The service is therefore not a suitable place for backing up the content created by users themselves. The maps created jointly with other users serve the purpose of shared experience in the moment and not for archiving.
- c. The provider assumes no responsibility for the content and links published by users. It is not able or obliged to continuously monitor user activities.

If violations of these rules are found, they must be reported to the respective group admin. Initially, the group admin is responsible for checking and

removing content that violates the rules. Only if a conflict cannot be resolved at this level will the group admin contact the provider itself.

11. Data protection:

The complete privacy policy with data subject rights can be found at <https://www.memopolis.eu/data-protection-agreement-datenschutzvereinbarung/>.

The following is a summary of the main content:

The provider is a non-profit registered association. Beyond the above-mentioned purpose of international youth encounters, no further - in particular no commercial - purpose is pursued with the operation of the platform.

The offer was therefore programmed to require as little data as possible in order to function.

The following data is **required** for active participation (as Organisation Admin, Team Admin or Builder, collectively "User") in order to achieve the purpose of the Service / for the functioning of participation and is **stored** on the server of the Provider's technical service provider.

In principle, the storage lasts as long as the service is offered **or** until the user requests the **deletion of** the respective data (under designation of the data to be deleted to dataprotection@memopolis.eu):

- **Builder's name and first name and email address** (this data is not public, but only visible to the organisation admin and the builder's team admin);
- The **email address of the parent or guardian** provided by the invited underage Builder. This is not published, but used to obtain the consent of the legal guardian for the use of the service by the underage Builder. Also stored (and not published) is the granting or non-granting of consent.
- **preferred language of the builder** (this information is not public, but only visible for the organisation admin and the team admin of the builder)
- **Surname and first name and e-mail address of the respective team admins** (this data is visible in the invitation e-mails to the builders as well as publicly on the respective "Team Info" pages;
- Category ("general", "technical problem", "feedback", "suggestion" or "help", etc.), content, selected emoji, date/time and username of **feedback from users on** the operation of the service to the provider ("feedback tickets"). This data is not public, but only visible to the provider and its technical service provider.

- **Username of the Builder and name of the organisation** through which the Builder participates (this data is publicly visible);
- **The contents** published under / in connection with the username (these are publicly visible!):
Dialogues with other builders, texts incl. emojis, photo/image files, video files, audio files);
- When a user logs in to use the service, a so-called "**session cookie**" is stored. This is the technical identification of the logged-in user ("user ID"). This enables a comfortable use of the website, as otherwise the respective user would have to log in again on each sub-page of the website. As soon as the user logs out, the session cookie is deleted.
- When a user registers to use the service, a so-called "CSFR cookie" is stored. This is a technical protective measure against attacks on the service. This is done by automatically generating a string for each form on the website. As soon as the user logs off, the session cookie is deleted.
- Contact is only made with external email servers (i.e. the servers on which the user's respective email provider runs) insofar as this is technically necessary for processing email communication.
- All data remains on the server (in Germany) of the technical service provider on which Memopolis is installed (in a PostgreSQL database).
- Backups are created periodically. This serves the purpose of recovery for the continued operation of the service in the event of an unforeseen loss of data.

12. Final clauses:

- a. German law shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods incorporated into German law. The mandatory consumer protection law of the European member state in which a user has his habitual residence remains unaffected.
- b. The translation of this text into English is intended to facilitate the reading of these Terms of Use. In case of doubt, the German text shall prevail.
- c. The provider does not participate in a dispute resolution procedure before a consumer protection agency.