

# General Terms of Use - GTU - (under A.) and Consumer Information (under B.) for the WAN-IFRA Knowledge-Hub

## A. GTU

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## 1.0 Duty to provide information in electronic business transactions

The Knowledge Hub is operated by  
WAN-IFRA  
Rotfeder-Ring 11  
60327 Frankfurt  
Germany

Further information can be found in the imprint at <https://www.wan-ifraknowledgehub.org/imprint>

## 2.0 Definitions

2.1 Platform: is the Knowledge Hub at the URL <https://www.wan-ifraknowledgehub.org/> and in the form of an app for mobile devices;

2.2 Platform operator: is the provider of the present online service according to Section 1; where 'we', 'us' or 'our' is used in the following, the platform operator is always meant;

2.3 User: is the natural person of legal age who uses the services on the platform as a member or speaker;

2.4 Member: refers to members of the organisation 'World Association of News Publishers (WAN-IFRA). This membership may be subject to a fee. Further information about membership can be found at <https://wan-ifra.org/membership/>;

2.5 Speakers: refers to the speakers at WAN-IFRA events, whether in person or online ;

2.6 Usage Agreement: is the agreement that the user enters into with the platform operator in order to use the functions of the platform;

2.7 Content: is the digital content that can be used on the platform. This can be the platform operator's own content and content from users (so-called third-party content). Content includes, among other things, conference presentations, audio recordings, WAN-IFRA reports, event media and webinars.

2.8 Creative Commons: refers to the copyright licences of Creative Commons at <https://creativecommons.org/licenses/> in version 4.0. This applies only to such content on the platform that is labelled with such a licence. The logo and the buttons are registered trademarks of the Creative Commons organisation (<https://creativecommons.org/>).

### **3.0 Scope of application**

3.1 These General Terms and Conditions of Use apply to all users who register on the platform.

3.2 Contracts with the platform operator are concluded exclusively on the basis of the following terms and conditions of use. Any general terms and conditions of the user that may differ from these are hereby rejected.

### **4.0 Subject of the contract**

4.1 The platform operator provides users with access to the platform on the internet that cannot be used permanently for exclusively personal and legal purposes. This is to enable members to view and download published content depending on the user's status. It is to enable speakers to upload their own content to the platform.

4.2 The subject matter also includes the granting of usage rights from speakers to the platform operator and from the platform operator to users.

4.3 The platform operator shall provide the user with at least the following functions as part of free access:

- creation and management of a personal user profile
- settings and privacy
- reporting unauthorised content

4.4 The functions on the platform that can be used by the user differ depending on the status of the user in accordance with Sections 4.4.1 or 4.4.2.

4.4.1 Members are authorised to view, listen to or download published content in full in accordance with Section 7, provided that the respective use has been approved. The functions available in each case can be seen from the buttons next to the respective content.

4.4.2 Speakers are authorised to upload their own content to the platform in accordance with Section 7. They also have the same authorisations as members.

4.5 Insofar as further functions are available at the time of the user's registration, these are provided by the platform operator on a purely voluntary basis. If further functions are provided during the term of the contract, this is also done on a purely voluntary basis.

4.6 The platform operator is entitled to change the range of services (database content, structure of the database and user interface, etc.) if and to the extent that this does not affect the core services and is reasonable for the user, taking into account their interests.

4.7 No specific availability of the platform is guaranteed or promised. The platform operator endeavours to ensure that the platform operates without disruption. This is naturally limited to services over which the platform operator has influence. The platform operator is entitled to restrict access to the platform due to maintenance work, capacity issues and due to other events that are beyond its control, either in whole or in part, temporarily or permanently.

## **5.0 Registration and Conclusion of Contract**

5.1 In order to use the platform, free registration is required. Successful registration does not automatically lead to access to the platform. During the registration process, the user must enter their first and last name, their email address and a secure password of their choice that meets the password policy.

5.2 By submitting their registration, the user declares that they are of legal age.

5.3 The user will then receive a verification email with a link that is only valid for a limited period of time. This verification link must be clicked on within the validity period to complete the registration process. Access to the platform will then be activated.

5.4 After successful registration, the user can log in to the platform and use the available functions.

## **6.0 Obligations of the user**

6.1 The user is obliged vis-à-vis the platform operator not to upload any content to the platform that, due to its content or form or design or in any other way, violates applicable law or public decency. In particular, the user is obliged to observe applicable law (e.g. criminal, competition and youth protection law) when uploading content and not to violate any third-party rights (e.g. rights to names, trademarks, copyrights, images and data protection).

6.2 In particular, the following content is not permitted:

- Racism
- Glorification of violence and extremism of any kind
- Calls for and incitement to criminal acts and violations of the law, threats to life, limb or property
- Incitement against persons or companies
- Statements that violate the personal rights, defamation, libel and slander of users and third parties
- Violations of the law on fair trading
- Content that infringes copyright or other intellectual property rights
- Sexual harassment of users and third parties
- Pornography
- Indecent, sexist, obscene, vulgar, hateful or distasteful material or language and
- content that refers to competitors of the platform operator.
  
- bullying
  
- false information of any kind
  
- any content that contravenes WAN-IFRA internal guidelines and codes of conduct

This also applies even if the respective content does not violate applicable law, the rights of third parties or common decency.

6.3 The user is entitled, where applicable, to set links to other websites in content that he publishes on the platform if the linked websites are free of content whose publication or distribution is prohibited in accordance with the above paragraphs 1 and 2. Where necessary, the user shall obtain the consent of the rights holder responsible for the respective linked websites before setting the link.

6.4 Without the consent of the respective copyright holder, content protected by copyright may only be included in posts verbatim within the framework of the applicable right to quote. Quotes must be marked as such by highlighting them using the quote function and stating the source.

6.5 The user must refrain from any activity that is likely to impair the operation of the platform or the underlying technical infrastructure. This includes in particular:

- the use of software, scripts or databases in connection with the use of the platform;
- the automatic reading, blocking, overwriting, modifying, copying of data and/or other content, insofar as this is not necessary for the proper use of the platform;

6.6 The user is obliged to provide only truthful information in their profile. The user is solely responsible for the content and correctness of the information provided. If the user's master data changes during the term of the user agreement, they are obliged to update the master data in their personal user area.

6.7 The user shall not use the platform to harass third parties and/or to send unwanted advertising and/or spam mail.

6.8 The user shall keep the access details for the platform secret and store them securely. It is not permitted to pass on the user name and password to unauthorised third parties. If the user breaches his confidentiality obligations and his user account is used by third parties, the

user shall be liable for all activities that take place using his user account. The user shall not be liable if he is not responsible for the misuse of his user account.

6.9 The database and the individual contents are protected by copyright, unless otherwise stated. The user is obliged to observe the existing copyrights and undertakes not to violate them.

6.10 The speaker must provide the content free of malware and other security restrictions in a compatible format

## **7.0 Rights of use**

7.0.1 Speakers have the right to license their content that they upload to the platform to the platform operator under the Creative Commons. In this case, the provisions on the granting of rights of use according to Section 7.1 apply exclusively. If they do not make use of this, the provisions on the granting of rights of use according to Section 7.2 apply exclusively.

7.0.2 The platform operator has the right to license its content on the platform to users under the Creative Commons. In this case, the provisions on the granting of rights of use according to Section 7.1 shall apply exclusively. If the platform operator does not make use of this right, the provisions on the granting of rights of use according to Section 7.3 shall apply exclusively.

## **7.1 Creative Commons**

7.1.1 The provisions of this clause 7.1 shall only apply if a specific piece of content on the platform is licenced under the Creative Commons.

7.1.2 In this case, the licence provisions of the Creative Commons Licence Version 4 International, available at <https://creativecommons.org/licenses/>, shall apply.

7.1.3 Should the aforementioned licence provisions of the Creative Commons licence conflict with other provisions of these terms and conditions of use, the licence provisions of the Creative Commons licence shall take precedence. The provisions of Sections 7.2 and 7.3 shall not apply.

7.1.4 Content on the platform is deemed to be licensed under the Creative Commons if the content is provided with a CC licence code. The licence code must comply with the formal requirements published at <https://chooser-beta.creativecommons.org/>.

7.1.5 Speakers undertake to specify correct and unambiguous Creative Commons licences.

7.1.6 When using the content, users are obliged to comply with the respective licence conditions in accordance with Section 7.1.2.

7.1.7 For the avoidance of doubt, it is pointed out that the commercially active platform operator is always granted the right by speakers to incorporate the content into the presentation of his platform that is visible to users and to keep it available on this platform for users to access permanently and as often as they like. For this purpose, the platform

operator is authorised

- a. to store the content on a computer belonging to him or operated on his behalf (web server), to create the necessary back-up copies and to load the content into the main memory of computers under his control, which carry out the following activities,
- b. to distribute the content via all currently known multimedia, computer network or telecommunications-related services (e.g. Internet, WWW, e-mail, push and pull services, on-demand services, webcasting, online databases and comparable services) that are open to a specific or unspecified group of people, to keep it available for retrieval and/or to reproduce it publicly and make it publicly accessible.

## **7.2 Granting of Rights of Use to the Platform Operator**

7.2.1 The Speaker grants the Platform Operator a non-exclusive, worldwide, perpetual right of use to his or her own Content to the following extent.

7.2.2 The platform operator is entitled to integrate the content into the user-visible display of its platform and to keep it permanently available on this platform for users to access as often as they wish. For this purpose, the platform operator is entitled to

- a. store the content on a computer belonging to them or operated on their behalf (web server), create the necessary backup copies and load the content into the main memory of computers under his control, which carry out the following activities,
- b. to disseminate the content via all currently known multimedia, computer network or telecommunications-related services (e.g. Internet, WWW, e-mail, push and pull services, on-demand services, webcasting, online databases and comparable services) that are open to a specific or unspecified group of people, to keep it available for retrieval and/or to publicly display and make it publicly accessible,
- c. use the content for advertising purposes of any kind, both in the services mentioned in lit b. and outside such services in the offline area (e.g. print edition, CD-Rom, video),
- d. distribute the content or copies thereof free of charge,
- e. modify the content before undertaking the above-mentioned utilisation actions, in particular to edit, shorten, expand, format and otherwise change the content, which the user may consider necessary or appropriate with regard to the customer base, and to make such changes as are necessary for technical reasons due to the permissible use.
- f. use the content within their own work, to develop new material on the basis of the original user's content.

7.2.3 The granting of rights of use also extends to all unknown types of use that only become known after the conclusion of the contract, provided that this new type of use is covered by the purpose of the contract. With regard to the types of use that are still unknown at the time of the conclusion of the contract, the user has a right of revocation with regard to the corresponding right of use, which only expires three months after the platform operator sends the user notification of the planned use of the work in the context of the new type of use. If the user objects to the use of the work for the type of use that has become known, the platform operator's right shall also expire accordingly.

7.2.4 The speaker is entitled to add a copyright notice in accordance with Section 13, sentence 2 of the German Copyright Act (UrhG). If the content is transmitted by the speaker with such a designation, the platform operator may not remove it, but must rather ensure that the copyright notice remains in place even when the content is downloaded.

7.2.5 The platform operator is entitled to transfer the rights of use granted in this contract in whole or in part to third parties in order to grant other users rights of use in accordance with Section 7.3.

### **7.3 Granting of rights of use to the user**

7.3.1 Unless rights of use to the content are expressly granted below, no such rights shall exist.

7.3.2 The platform operator grants the user the non-exclusive, worldwide, personal and non-commercial right of use, limited to the term of this contract, to use the content as it is available on the platform, in the version agreed in each case, to the following extent.

7.3.3 The right of use always refers only to the latest version of the content that is made available; when the content is updated, the rights of use for the content in the version that was previously provided shall expire in the future.

7.3.4 The user is entitled to view, listen to or download the content in unaltered form in accordance with the function provided on the platform and to store it on their own end devices.

7.3.5 The user is entitled to upload the downloaded content in unaltered form to his or her own non-commercial website (including blogs) for worldwide access.

7.3.6 The user is entitled to use the embeddable video player of the platform operator to place videos (and, if applicable, transcripts and subtitles) on his or her own non-commercial website (including blogs) for worldwide access. In particular, the user is not entitled to scrape videos.

7.3.7 The user shall name the platform operator as the source for each piece of content published in accordance with this Section as follows:

'Source: <https://www.wan-ifraknowledgehub.org/>. This information must be provided in the immediate vicinity of the content and must be clearly and permanently visible.

7.3.8 Notwithstanding the above provisions, users working as teachers are authorised to issue the contents in unchanged form to their students in the context of their professional activities at a school, university or comparable institution and to duplicate them for this purpose. They may also supplement their own existing course materials with the contents.

### **8.0 Costs**

There are no costs for using the platform. This does not affect the costs for WAN-IFRA membership.

### **9.0 Contract duration, cancellation**

9.1 The contract begins on the day access to the platform is granted.

9.2 The contract is concluded for an indefinite period and can be cancelled at any time with a notice period of one month.

9.3 This does not affect the right of either party to extraordinary termination for good cause. Good cause for extraordinary termination exists if the continuation of the contractual relationship until the expiry of the contractual notice period is unreasonable for the terminating party, taking into account all the circumstances of the individual case and weighing the interests of both parties.

9.3.1 Good cause shall be deemed to exist, inter alia, if the user breaches these General Terms and Conditions of Use and fails to desist from such breach in due time even after being requested to do so by the platform operator and after a deadline has been set.

9.3.2 Good cause for the user exists, among other things, if the platform operator persistently breaches its primary obligation after the user has unsuccessfully set the platform operator a reasonable deadline of at least 14 days in writing to rectify the breach.

9.4 After the termination has taken effect, the platform operator will block the customer account and delete it permanently after 14 days.

## **10.0 Right of amendment**

10.1 The platform operator reserves the right to amend the services offered on the platform or to offer different services,

(a) insofar as the platform operator is obliged to ensure that the services offered by him comply with the law applicable to the services, in particular if the applicable legal situation changes;

(b) insofar as the platform operator thereby complies with a court judgment or official decision against him;

(c) to the extent that the respective change is necessary to close existing security gaps;

(d) if the change is only advantageous for the user; or

(e) if the change is of a purely technical or procedural nature without significant impact for the user.

10.2 Changes that only have an insignificant influence on the functions of the platform do not constitute changes in performance in the sense of the aforementioned clause. This applies in particular to purely graphical changes and the mere change of the arrangement of functions.

10.3 The platform operator reserves the right to change these general terms and conditions of use at any time without stating reasons, unless it is unreasonable for the user. The platform operator shall notify the user of any changes to the general terms and conditions of use in a timely manner. If the user does not object to the validity of the new general terms and conditions of use within six (6) weeks of notification, the amended general terms and conditions of use shall be deemed accepted by the user. The platform operator shall inform the user of his right of objection and the significance of the objection period in the notification.

10.4 The platform operator also reserves the right to amend these General Terms of Use



- (a) if the amendment is solely to the user's advantage;
- (b) if the amendment is purely technical or procedural, unless it has significant implications for the user;
- (c) to the extent that the platform operator is obliged to bring the General Terms of Use into line with applicable law, in particular if the applicable legal situation changes;
- (d) to the extent that the platform operator is complying with a court judgment or official decision against it; or
- (e) to the extent that the platform operator introduces additional, completely new services or service elements that require a description of services in the General Terms of Use, unless the existing user relationship is adversely affected as a result.

The Platform Operator shall provide information about such changes to the General Terms of Use in text form. The changes shall then come into force no earlier than four (4) weeks after notification.

10.5 The right of termination according to Section 9 remains unaffected.

## **11.0 Warranty and liability of the platform operator**

11.1 Unlimited liability: The platform operator has unlimited liability for intent and gross negligence, for fraudulent intent and in accordance with the Product Liability Act. For slight negligence, the operator is liable for damages resulting from injury to life, limb and health of persons.

11.2 Otherwise, the following limited liability applies: in the event of slight negligence, the platform operator is only liable in the event of a breach of a material contractual obligation, the fulfilment of which is essential to the proper performance of the contract and on the observance of which the user may regularly rely (cardinal obligation).

11.3 Liability for slight negligence is limited to the amount of damages foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies in favour of the platform operator's agents.

## **12.0 Liability of the speaker for content and indemnity, contractual penalty**

12.1 The speaker is liable for ensuring that the content does not contain any content that is racist, discriminatory, pornographic, endangers the protection of minors, is politically extreme or otherwise illegal or violates official regulations or requirements at the time it is made available.

12.2 The provider warrants that he possesses the necessary rights to the content for the granting of the rights granted, in particular the rights for the agreed online use. In particular, he is liable for ensuring that the rights granted to the platform operator have not already been transferred in full to third parties or are encumbered with third-party rights, that third parties have not been commissioned to exercise them exclusively and that, at the time of the conclusion of the contract, no other obligations exist that are connected with third-party rights that could prevent or impede the granting of rights. Finally, he is liable in the event of the existence of a chain of legal derivations between the author or inventor of the content and himself for ensuring that this chain is not hindered or interrupted for the duration of the

contract, for whatever reasons for which he is responsible, in a way that makes it difficult or completely or partially prevents the user from exercising the rights.

The contributor is obliged, insofar as it is reasonable with proportionate means and within the framework of a duty of care that is appropriate for the purpose of the contract, to check for the existence of any legal errors before licensing.

12.3 The contributor is liable for ensuring that personal data disclosed to the platform operator is passed on in compliance with all relevant legal provisions.

12.4 The contributor shall indemnify the platform operator against all third-party claims for any infringement of exclusion or usage rights (in particular with regard to technical property rights and property right positions, designs, trademarks, labels, copyrights, personal rights and other rights) arising from the delivery/use of the content delivered under this contract and used in accordance with the provisions of the contract. The parties shall inform each other in writing without delay if claims are asserted against them.

12.5 If the contractual use is affected by the rights of third parties, in particular if the platform operator is threatened with an obligation to discontinue use of the content, the contributor shall, at the option of the platform operator, and as far as possible and reasonable,

- a. either acquire licences from the authorised party with the authorisation to grant sub-licences to the platform operator and grant the platform operator corresponding rights of use,
- b. directly arrange for the corresponding rights in the relationship between the third party and the platform operator, after the consultant has been given the opportunity to obtain these rights himself within a reasonable period of time,
- c. or modify or replace the content in whole or in part so that it is free of third-party rights, but so that the information content of the content remains essentially unchanged and available without interruption.

A statutory right to a reduction in price and subsequent performance remains unaffected.

12.6 For each case in which the platform operator has to discontinue use due to a third-party right as a result of a measure taken by this third party – which also includes a lawful warning – the speaker is obliged to pay the platform operator an appropriate contractual penalty that can be offset against a claim for damages, unless the speaker is not responsible for the fact that use had to be discontinued. The platform operator is responsible for determining the amount of the contractual penalty. The speaker is free to have the appropriateness of the contractual penalty reviewed by the competent court.

12.7 In addition, the speaker is obliged to reimburse the platform operator for any costs incurred due to a possible infringement, unless the speaker is not responsible for the fact that the use had to be discontinued. This also includes the costs of legal advice and legal action.

12.8 The above claims exist independently of any claim for monetary damages.

12.9 The speaker shall not be liable for any infringement of third-party property rights by the platform operator if and to the extent that such infringement arises from an exceeding of the rights of use granted under this agreement.

### **13.0 Force Majeure**

13.1 In the event of force majeure affecting the performance of the contract, the parties shall be entitled to postpone performance for the duration of the hindrance and, in the event of long-term delays, to withdraw from the contract in whole or in part, without this giving rise to any claims against the other party.

13.2 In particular, the following events shall be deemed to be force majeure:

- fire/explosion/flood not caused by the contractual party,
- war, mutiny, blockade, embargo,
- industrial action lasting more than six weeks and not culpably caused by the party,
- technical problems of the internet that cannot be influenced by a party
- pandemics.

### **14.0 Blocking and deletion of content**

14.1 If the platform operator becomes aware of content that is prohibited by these terms of use or otherwise violates applicable law, the following procedure will be applied.

14.2 The platform operator shall block the content concerned as soon as it becomes aware of it.

14.3 If the platform operator has the contact details, it shall inform the author of the content and give them a reasonable period of time to comment on the alleged infringement.

14.4 After the deadline for comment has expired, the platform operator will evaluate the facts on the basis of the available information, regardless of whether and how the content creator has responded or not and decide what action to take. In particular, the following measures are possible:

- Unlimited blocking of the content in question
- Permanent deletion of the content in question
- Warning of the user
- Temporary blocking of the user in question (alternatively, partial blocking may also occur)
- Ordinary or extraordinary termination of the contract
- Criminal charges or report to the public affairs office (if a criminal offence poses a risk to the body, life or safety of a person in the room, the platform operator must report it for legal reasons)

14.5 The platform operator will carefully weigh up its decision. In doing so, it will take particular account of the rights and freedoms of the originator and the potential victims. The follow-up measures will be proportionate. This means that the platform operator will always choose the mildest measure appropriate to the infringement. In doing so, it will take particular account of

- the severity of the violation
- the number and the total of the violations
- potential impact on our services and our users and other third parties

- the overall behaviour of the user (e.g. their insight regarding the violation)
- fault (intent, negligence)
- motives for the violation (as far as identifiable)
- the user's statement (if available)

14.6 If the platform operator has the contact details of the author, the author will be informed of the result of the measures taken. Such information will not be provided if the platform operator is not allowed to provide it for legal reasons (e.g. ongoing police investigations).

## **15.0 Data protection**

15.1 The platform operator processes the personal data of users in order to fulfil the obligations arising from this contract. For details, please refer to the data protection information at <https://www.wan-ifraknowledgehub.org/privacy-policy>

15.2 If there is a contract processing between the parties in accordance with Art. 28 GDPR, the parties will conclude a separate contract that meets the requirements of Art. 28 GDPR.

## **16.0 Applicable law, place of jurisdiction**

16.1 The law of the Federal Republic of Germany shall apply to this contract between the platform operator and the user, excluding the UN Sales Convention and the standards of private international law referring to it. For consumers, this choice of law applies only to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his or her habitual residence.

16.2 If the user is an entrepreneur, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is the registered office of the platform operator. The same applies if the user has no general place of jurisdiction in Germany or the EU or if their domicile or usual place of residence is not known at the time the action is brought. The right to also appeal to the court at another legal place of jurisdiction remains unaffected.

## **B. STATUTORY DUTY INFORMATION FOR CONSUMERS**

### **1. Information about the identity of the entrepreneur**

The Knowledge-Hub is operated by:  
WAN-IFRA, the World Association of News Publishers

Further information can be found in the imprint at <https://www.wan-ifraknowledgehub.org/imprint>

### **2. Payment, delivery and service terms**

Information on this can be found in the General Terms of Use (A.).

### **3. Complaints handling procedure, customer services**

The entrepreneur offers customer service via the following e-mail address:

[KnowledgeHub@wan-ifra.org](mailto:KnowledgeHub@wan-ifra.org)

### **4. Right to claim for defects**

The entrepreneur is liable in the event of material defects or defects of title in accordance with the statutory provisions, provided that no limitation of liability is standardised in the General Terms of Use (A.).

### **5. Are there costs for concluding the contract?**

No separate costs arise for the use of the Knowledge Hub except for the telecommunications costs (costs of setting up an Internet connection), which are the responsibility of the consumer. Separate costs arise for a WAN-IFRA membership.

### **6. What code of conduct does the company follow?**

The company follows the special codes of conduct that can be found at: <https://wan-ifra.org/about-us/governance-guidelines-and-procedures/>

### **7. Alternative dispute resolution in accordance with Art. 14 Para. 1 ODR-VO and § 36 VSBG:**

The European Commission provides a platform for online dispute resolution (OS), which can be found at <https://ec.europa.eu/consumers/odr/>. We are not willing to participate in a dispute resolution procedure before such a consumer arbitration board.

### **8. When does the user agreement become binding?**

The user agreement becomes effective upon acceptance of your registration.

### **9. Do I have to register?**

To use the Knowledge Hub, you must register with your email address and a password.

### **10. Is the contract text stored?**

We store the contract text in our systems. However, you do not have access to these IT systems. You can save or print these terms of use.

### **11. What contract languages are available?**

English is available as the contract language.

*Status: September 2024*