



The general terms and conditions

Last updated 14.06.25

ACCEPTANCE OF OUR LEGAL TERMS AND CONDITIONS

We are a private organization operating under the name fjord-research.org (the " Site ") and all other related services that reference or link to these Legal Terms (the " Legal Terms ") (collectively, the " Services ").

Website description

You can reach us by phone at +49 1522 388 44 82, by email at webadmin@fjord-research.org, by post at 'Am Leuchtturm 1, 24960 Glücksburg' or better yet, via the contact form on our website.

These Legal Terms constitute a legally binding agreement between you, whether personally or on behalf of an entity ("**you**"), and **fjord - research** and govern your access to and use of the Services. By accessing the Services, you agree that you have read, understood, and accepted these Legal Terms. If you do not agree to these Terms, you are expressly prohibited from using the Services and must discontinue use immediately.

Supplemental cooperation terms or documents that may be posted on the Services from time to time are hereby

expressly incorporated by reference into these Terms of Use. We reserve the right, at our sole discretion, to change or modify these Legal Terms from time to time. We will notify you of any changes by updating the “Last updated” date of these Legal Terms. You waive any right to receive specific notice of such changes. It is your responsibility to periodically review these Legal Terms to stay informed of any updates. By your continued use of the Services after the date any revised Legal Terms are posted, you will be subject to, and will be deemed to have been made aware of, and to have accepted, the changes in any revised Legal Terms.

The Services are intended for users 18 years of age and older. Persons under 18 are not permitted to use or register for the Services. All users who are minors in their country of residence (generally under 18 years of age) require the permission of their parent or guardian to use the Services and must be supervised by such parent or guardian. Minors must have their parent or guardian read and accept these Legal Terms before using the Services.

We recommend that you print a copy of these legal terms and conditions for your records.

These terms and conditions were created by Termly's Terms and Conditions Generator.

TABLE OF CONTENTS

- 1. OUR SERVICES**
- 2. INTELLECTUAL PROPERTY RIGHTS**
- 3. USER REPRESENTATIONS**
- 4. USER REGISTRATION**

5. SOFTWARE

6. PROHIBITED ACTIVITIES

7. USER-GENERATED CONTRIBUTIONS

8. CONTRIBUTION LICENSE

9. REVIEW POLICIES

10. SOCIAL MEDIA

11. WEBSITE AND THIRD-PARTY CONTENT

12. SERVICE MANAGEMENT

13. PRIVACY POLICY

14. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE
AND POLICY

15. TERM AND TERMINATION

16. MODIFICATIONS AND INTERRUPTIONS

17. GOVERNING LAW

18. CORRECTIONS

19. DISCLAIMER OF WARRANTY

20. LIMITATIONS OF LIABILITY

21. DAMAGES

22. USER DATA

23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND
SIGNATURES

24. MISCELLANEOUS

25. CONTACT US

1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Therefore, those who access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations. If your interactions are subject to such laws, you may not use the Services. You may not use the Services in any manner that violates any applicable law.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio and video content, text, photographs, and graphics contained in the Services (collectively, the "Content").

Our content is protected by copyright laws (as well as various other intellectual property and unfair competition

laws) and treaties in Germany and around the world.

The Content is provided on or through the Services "AS IS" for your personal, non-commercial and internal business use only.

2.2 Your use of our services

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license

- to access the Services and
- to download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial and internal business use.

Except as otherwise provided in this section or elsewhere in our Legal Terms, no part of the Services, and no Content, may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission.

If you wish to use the Services or Content other than as described in this section or elsewhere in our Legal Terms, please direct your request to: admin@fjord-research.org. Or use the contact form on our website under the topic fjord - research. If we ever grant you permission to publish, reproduce, or publicly display any part of our Services or Content, you must identify us as the owner or licensor of the Services or Content and ensure that all copyright or proprietary notices appear or are visible when publishing, reproducing, or displaying our Content.

We reserve all rights in the Services and Content not expressly granted to you.

Any infringement of these intellectual property rights constitutes a material breach of our Legal Terms, and your right to use our Services will terminate immediately.

2.3 Your submissions and contributions

Please read this section and the PROHIBITED ACTIVITIES section carefully before using our Services to understand

- (a) the rights you grant to us and
- (b) the obligations you have when you post or upload content through the Services.

2.3.1 Submissions:

By directly sending us questions, comments, suggestions, ideas, feedback, or other information regarding the Services ("Submissions"), you assign to us all intellectual property rights in such Submissions. You agree that such Submissions shall remain our property and we may use and distribute them without restriction for any lawful purpose, without acknowledgment or compensation to you.

2.3.2 Contributions:

The Services may invite you to chat, contribute, or participate in blogs, message boards, online forums, and other features. You may create, submit, post, display, transmit, publish, distribute, or send content and materials to us or through the Services. This includes, but is not limited to, text, writings, videos, audio files, photos, music, graphics, comments, reviews, rating suggestions, personal information, and other materials ("Contributions"). Any publicly posted Contribution is also considered a Contribution.

You understand that Contributions may be visible to other users of the Services.

2.3.3 When you publish contributions, you grant us a license (including the use of your name, trademarks and logos):

By posting Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully paid, worldwide right and license to use, copy, reproduce, distribute, publish, broadcast, rename, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your likeness, name, and voice) for any purpose, to prepare derivative works of, or incorporate your Contributions into other works, and to sublicense the licenses granted in this section. Our use and distribution may be in any media formats and through any media channels.

This license includes our use of your name, company name, and franchise name (as applicable), and any trademarks, service marks, trade names, logos, and personal and commercial images you provide.

2.3.4 You are responsible for what you post or upload:

By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions available through the Services by linking your account through the Services to any of your social networking accounts, you will:

- **PROHIBITED ACTIVITIES**, you have read and agreed to them, and you will not post, send, publish, upload, or transmit through the Services any Submissions or Postings that are illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit,

false, inaccurate, fraudulent, or misleading.

- To the extent permitted by applicable law, you waive all copyrights in such submissions and/or contributions.
- Guarantee that such Submissions and/or Contributions are original with you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above rights with respect to your Submissions and/or Contributions.
- You warrant and represent that your submissions and/or contributions do not constitute confidential information.

You are solely responsible for your submissions and/or contributions and expressly agree to indemnify us for any losses we incur as a result of your violation of

(a) this section,

(b) the intellectual property rights of any third party, or

(c) any applicable law.

2.3.5 We may remove or edit your content:

Although we have no obligation to monitor any Submissions, we may remove or edit any Submission at any time and without notice if we reasonably believe it to be harmful or in violation of these Legal Terms. If we remove or edit any such Submissions, we may suspend or deactivate your account and report you to the authorities.

2.4 Copyright infringement

We respect the intellectual property rights of others. If you believe that any material available through the Services infringes your copyright, please promptly refer to the DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY

section below.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that:

- (1) all registration information you submit is true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you have the necessary legal capacity and agree to these Legal Terms;
- (4) you are not under 13 years of age;
- (5) you are not a minor in your country of residence, or if a minor, you have received parental permission to use the Services;
- (6) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise;
- (7) you will not use the Services for any illegal or unauthorized purpose;
- (8) your use of the Services does not violate any applicable laws or regulations.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. BENUTZERREGISTRIERUNG

Für die Nutzung der Dienste ist eine Registrierung erforderlich. Sie verpflichten sich, Ihr Passwort vertraulich zu behandeln und tragen die Verantwortung für die Nutzung Ihres Kontos und Passworts. Wir behalten uns das Recht vor, einen von Ihnen gewählten Benutzernamen zu entfernen, zurückzufordern oder zu ändern, wenn wir nach eigenem Ermessen feststellen, dass dieser Benutzername unangemessen, obszön oder anderweitig anstößig ist.

5. SOFTWARE

We may provide software for use in connection with our Services. If such software is accompanied by an end-user license agreement ("EULA"), the terms of that EULA will apply to your use of the software. If such software is not accompanied by an EULA, we grant you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our Services and in accordance with these legal terms. The software and related documentation are provided "AS IS" without warranty.

Any express or implied warranty, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, are disclaimed. You assume all risk arising from the use or performance of the software. You may not reproduce or redistribute the software subject to these legal terms.

6. PROHIBITED ACTIVITIES

You may access or use the Services only for the purpose provided by us. The Services may not be used in connection with any commercial endeavor unless we expressly endorse or approve it.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Do not engage in any unauthorized framing of or linking to the Services.
- Trick, defraud, or mislead us or other users, particularly in any attempt to obtain sensitive account information such as user passwords.
- Misuse our support services or submit false reports of abuse or misconduct.
- Use the system in any automated way, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Attempt to impersonate another user or person or use another user's username.
- Use any information obtained through the Services in

order to harass, abuse, or harm another person.

- Use the Services to compete with us or otherwise use the Services and/or Content for any revenue-generating endeavor or commercial enterprise.
- Except as permitted by applicable law, you may not decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Attempt to circumvent any measures of the Services designed to prevent or restrict access to the Services or any portion of the Services.
- Do not harass, annoy, intimidate, or threaten any of our contributors or agents engaged in providing any part of the Services to you.
- Delete any copyright or other proprietary rights notices from any Content.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Do not upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as a result of using a standard search engine or Internet browser, you may not use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.

- In our opinion, disparages, tarnishes, or otherwise harms us and/or the Services.
- Use the Services in a manner that violates any applicable laws or regulations.

7. USER-GENERATED CONTRIBUTIONS

The Services may invite you to chat, contribute to blogs, message boards, online forums, and other features, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or through the Services, including, without limitation, text, writings, videos, audio files, photographs, graphics, comments, suggestions, and personal information or other materials (collectively, "Contributions"). Contributions may be viewed by other users of the Services and through third-party websites. As such, any Contributions you submit may be treated as non-confidential and non-proprietary. When you create or provide Contributions, you represent and warrant that:

- The creation, distribution, transmission, public display, or performance, as well as the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of, or have the necessary licenses, rights, consents, releases, and permissions to use, and you authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your contributions are not false, inaccurate or misleading.
- Your Contributions do not constitute unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or any other form of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, defamatory, abusive, or otherwise objectionable (as determined by us).
- Your contributions must not ridicule, mock, degrade, intimidate or insult anyone.
- Your contributions do not advocate the violent overthrow of any government and do not incite, encourage, or threaten physical harm against another person.
- Your contributions do not violate any applicable laws, regulations or rules.
- Your contributions do not violate the data protection or personal rights of third parties.
- Your Contributions do not violate any applicable laws regarding child pornography or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not contain any offensive comments related to race, national origin, gender, sexual orientation, or physical disability.
- Your Contributions do not otherwise violate any provision of these Legal Terms or any applicable law or regulation, nor do they contain links to materials that violate such provisions.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the

Services.

8. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services or making Contributions available to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant us the unrestricted, perpetual, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully paid, worldwide right and license to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your likeness and voice) for any purpose whatsoever, and you represent and warrant that you have the right to grant us the right to prepare derivative works of, or incorporate into other works, such Contributions, and to sublicense all of the foregoing. to grant and authorize. Use and distribution may occur in any media format and through any media channels.

This license applies to all forms, media, and technologies now known or hereafter developed. It includes the use of your name, company name, and franchise name (as applicable), as well as any trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions and warrant that no moral rights in your Contributions have been otherwise asserted.

We do not claim ownership of your Contributions. You retain full ownership of all your Contributions and all related intellectual property or other proprietary rights. We are not liable for any statements or representations in your Contributions that you make in any area of the Services. You are solely responsible for your Contributions to the

Services and expressly agree to indemnify us from any and all liability and to refrain from any legal action against us with respect to your Contributions.

We may, at our sole discretion,

- (1) edit, redact, or otherwise modify any Submission;
- (2) recategorize any Submission to place it in more appropriate locations on the Services;
- (3) pre-screen or delete any Submission at any time and for any reason without notice. We have no obligation to monitor your Submissions.

9. GUIDELINES FOR RATINGS

We may provide areas on the Services where you can leave reviews or ratings. When posting a review, you must meet the following criteria:

- (1) You should have personal experience with the person/business being reviewed;
- (2) Your reviews should not contain offensive profanity or abusive, racist, offensive, or hateful language;
- (3) Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- (4) Your reviews should not contain any references to illegal activities;
- (5) You should not be affiliated with other contributors when posting negative reviews;
- (6) You should not draw conclusions regarding the legality

of any conduct;

(7) You must not post false or misleading statements;

(8) You must not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We are under no obligation to review or delete reviews, even if someone finds them offensive or inaccurate. Reviews are not endorsed by us and do not necessarily reflect our opinions or the views of our affiliates or partners. We assume no liability for reviews or for any claims, liabilities, or losses arising from them. By posting a review, you hereby grant us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, transferable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content related to reviews.

10. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third parties (each such account, a "Third-Party Account") by either

(1) providing your Third-Party Account login information through the Services or

(2) granting us access to your Third-Party Account, as permitted by the applicable terms and conditions governing your use of the applicable Third-Party Account. You represent and warrant that you are legally entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account without breach of the terms and conditions governing your use of the

applicable Third-Party Account and without subjecting us to any fees or usage limitations imposed by the third-party provider of the Third-Party Account.

By granting us access to Third-Party Accounts, you agree that:

(1) we may access, make available, and (if applicable) store all content you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available through your account on the Services, including, but not limited to, friend lists.

(2) we may provide and receive additional information from your Third-Party Account, provided you are notified when you link your account to the Third-Party Account. Depending on the Third-Party Accounts you choose and the privacy settings you have set therein, personal information you post to your Third-Party Accounts may be available on the Services.

Please note:

If a Third-Party Account or associated service becomes unavailable, or our access to the applicable Third-Party Account is terminated by the third party, Social Network Content may no longer be available on the Services. You can deactivate the connection between your Service account and your Third-Party Accounts at any time.

PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

We do not review Social Network Content for accuracy, legality, or non-infringement, and we assume no responsibility for Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contact list stored on your mobile device or tablet computer solely for the purpose of identifying and notifying your contacts who

have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or, if applicable, through your account settings. We will attempt to delete all information stored on our servers that was obtained through such Third-Party Account, except for the username and profile picture that become associated with your account.

11. THIRD-PARTY WEBSITES AND CONTENT

The Service may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us. We are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Service, including their content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of such Websites or Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or Content does not imply our approval or endorsement of them. If you choose to leave the Services and access any Third-Party Websites or use or installation of any Third-Party Content, you do so at your own risk. Please be aware that these Terms of Use no longer govern. Please review the applicable terms and policies, including privacy and data gathering practices, of any website to which you access from the Services or of any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies. We take no

responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites. You will hold us harmless from any harm caused by your purchase of such products or services. Further, you shall hold us harmless from any losses or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

12. SERVICE MANAGEMENT

We reserve the right, but have no obligation, to:

- (1) monitor the Services for violations of these Legal Terms;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting the relevant user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

13. PRIVACY POLICY

Privacy and data security are important to us. Please read our Privacy Policy, accessible via the previous menu entry. By using the Services, you agree to our Privacy Policy, which is incorporated into these Legal Terms. Please note that the Services are hosted in Germany. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Germany, then through your continued use of the Services, you are transferring your data to Germany, and you expressly consent to have your data transferred to and processed in Germany.

14. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICIES

14.1 Benachrichtigungen

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon a copyright you own or control, please immediately notify our designated copyright agent at the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be aware that under applicable law and applicable jurisdiction, you may be held liable for damages if you make material misrepresentations in a Notification. Therefore, if you are unsure whether material located on or linked to through the Services infringes your copyright, you should first contact an attorney.

All notifications must comply with the requirements of DMCA

17 USC § 512(c)(3) and include the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if the notification covers multiple copyrighted works on the Services, a representative list of such works on the Services;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (4) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted.
- (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

14.2 Counterstatement

If you believe that your copyrighted material was removed from the Services due to mistake or misidentification, you may send a written counter-notification to our designated Copyright Agent at the contact information provided below (a "Counter-Notification"). For a Counter-Notification to be

effective under the DMCA, your Counter-Notification must include substantially the following:

- (1) identification of the material that was removed or disabled and the location at which the material appeared before it was removed or disabled;
- (2) a statement that you consent to the jurisdiction of the federal district court for your residence, or if your residence is outside the United States, any judicial district in which we are located;
- (3) a statement that you will accept service of process from the party who provided the notification or its agent;
- (4) your name, address, and telephone number;
- (5) a statement made under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (6) your physical or electronic signature.

If you send us a valid, written counter-notification that complies with the requirements described above, we will restore your removed or disabled material unless we first receive notice from the party providing the counter-notification that they have brought legal action to restoring you from committing infringing activities related to the material in question. Please be aware that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be held liable for damages, including costs and attorneys' fees. Filing a false counter-notification constitutes perjury.

Designated Copyright Agent

Christian Matthias Hansen

Am Leuchtturm 1

24960 Glücksbург

Germany

15. TERM AND TERMINATION

These Legal Terms remain in full force and effect while you use the Services.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING, BUT NOT LIMITED TO, FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION POSTED BY YOU AT ANY TIME, WITHOUT WARNING AND IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering or creating a new account under your name, a fake or false name, or the name of any third party, even if you are acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

16. CHANGES AND INTERRUPTIONS

We reserve the right to change, modify, or remove content

from the Services at any time and for any reason at our sole discretion and without notice. However, we are under no obligation to update any information on our Services. [We also reserve the right to modify or discontinue all or any part of the Services at any time without notice.] We will not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the continued availability of the Services. Hardware, software, or other problems may arise, or the Services may require maintenance, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time and for any reason without notice. You agree that we will not be liable for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. These Legal Terms do not obligate us to maintain and support the Services or to provide any corrections, updates, or releases in connection therewith.

17. APPLICABLE LAW

These Legal Terms and your use of the Services shall be governed by and construed in accordance with the laws of Schleswig-Holstein / Germany / European Union applicable to contracts made and to be entirely performed in Schleswig-Holstein / Germany, without regard to conflict of law principles.

18. CORRECTIONS

Information on the Services may contain typographical errors, inaccuracies, or omissions, including descriptions and various other information. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information on the Services at any time without prior notice.

19. DISCLAIMER

The Services are provided "as is" and "as available." You agree that your use of the Services is solely at your own risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services and your use thereof, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

(1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,

(2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES,

(3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, AND/OR FINANCIAL INFORMATION,

(4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES,

(5) ANY TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO

OR THROUGH THE SERVICES BY ANY THIRD PARTY,

(6) ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES.

WE DO NOT WARRANT OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR RESPONSIBILITY FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

20. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE, OUR CONTRIBUTORS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding anything to the contrary contained herein, our liability to you for any reason whatsoever and regardless of the form of action, will at all times be limited to the lesser of the amount or dollar amount actually paid by you to us during the period [#] months prior to any cause of action arising. Certain German and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the

above exclusions or limitations may not apply to you, and you might have additional rights.

21. COMPENSATION

You agree to indemnify and hold us, including our Contributors, harmless from any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third-party due to or arising out of:

- (1) your Contributions;
- (2) your use of the Services;
- (3) your breach of these Legal Terms;
- (4) your breach of your representations and warranties set forth in these Legal Terms;
- (5) your violation of any third-party rights, including but not limited to intellectual property rights;
- (6) any overtly harmful activity toward other users of the Services with whom you connect through the Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

22. USER DATA

We will maintain certain data that you transmit to the Service for the purpose of managing the performance of the Service, as well as data relating to your use of the Service. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to your activities using the Service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and through the Services, satisfy any legal requirement that such communications be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

24. OTHER

These Legal Terms and any policies or cooperation terms posted by us on the Services or in respect to the Services constitute the entire agreement between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not constitute a waiver of such right or provision. These Legal Terms apply to the fullest extent permitted by law. We may assign our rights and obligations, in whole or in part, to any third party at any time. We will not be liable for any loss, damage, delay, or failure caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. No joint venture, partnership, employment, or agency relationship is created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

25. CONTACT US

To resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

fjord - research

Am Leuchtturm 1

24960 Glücksburg

Germany

Phone: +49 1522 388 44 82

admin@fjord-research.org

Or better yet, use the contact form on the website!