Terms of Use for the database entry and use of BME Matchmaking Services in the portal BME-OpenSourcing



§ 1 Copyrights

The BME-OpenSourcing portal contains data and information of all kinds that are protected by trademark and/or copyright. It is therefore not permitted to reproduce or distribute the portal in its entirety or individual parts thereof. However, the technically conditioned use for browsing or reading is permitted. It is not permitted to refer to the BME-OpenSourcing portal via links, hyperlinks or framed links without the prior consent of the BME.

§ 2 Downloads

Downloads are made at the user's own risk. BME accepts no liability for damage caused through no fault of our own by downloading, storing or using the content of the BME-OpenSourcing portal. Although BME uses the latest programs against malware, BME accepts no liability for damage or malfunctions caused by viruses or other malware.

§ 3 Contens

- (1)BME may not check the unrestricted legal admissibility of advertising content which it publishes partly fully automatically on behalf of third parties. BME therefore does not adopt their contents as its own. Of course, BME will immediately investigate any indications of possibly illegal content or infringements of third party rights and, if necessary, block advertisements with illegal content.
- (2) BME accepts liability for the content of the BME-OpenSourcing portal only within the framework of the statutory provisions.

§ 4 Advertisements and applications

- (1) Please read the privacy policy of the BME-OpenSourcing portal carefully before disclosing your personal data. When releasing your personal data to third parties, please note that BME is not responsible for the treatment of the data by such third parties.
- (2) BME draws attention to the fact that companies may use users' personal data for purposes other than those indicated on the advertisement. However, BME cannot control this. You should therefore check the identity of the recipients of your personal data yourself. For example, you should not send any personal information to a private e-mail address.

§ 5 Links to other websites

(1) As soon as you follow a link to another website and thus leave the BME-OpenSourcing portal, BME has no further control or influence over the content listed there. We do not adopt these as our own and accept no responsibility for them, unless BME has positive knowledge

- of illegal content. In this case, BME will block the link after inspection.
- (2) Please also note that the terms of use and privacy policy of a linked site differ from the terms of use and privacy standards of BME. For this reason, you should read and comply with the privacy policy and terms of use of the linked site.

§ 6 File attachments, contents

- (1) Please make sure that you do not upload any file attachments with viruses or worms to the BME-OpenSourcing portal. Personal information that you submit to BME should not include the following:
 - Defamatory or degrading information
 - Information that has no concrete connection with the requirement profile of the advertisement.
- (2) The information you submit to the BME-OpenSourcing portal must be truthful, must not violate the rights of third parties, public regulations or morality ("Illegal Content"). In particular, but not exclusively, this means that no profiles may be created for third parties without their consent or for non-existent persons. The BME points out that users are responsible for keeping their contact details, in particular their e-mail address, up to date and for ensuring that you can be contacted as a user at the address provided and that the address is not transferred to a third party. Please also note that we will hold ourselves harmless against all claims arising from violations of § 6 and from information with inadmissible content which you have transmitted to the BME via the BME-OpenSourcing portal.

§ 7 Availability of the portal

- (1) BME does not guarantee that the services offered on its portal will be available at certain times. The BME cannot rule out malfunctions, interruptions or a possible failure of the portal.
- (3) BME reserves the right to change, expand, restrict or completely discontinue the portal at any time or to delete data at any time and without further notice. The users have no claim to publication.

§ 8 Miscellaneous

Released: Legal department

- (1) The use of the portal is at the user's own risk. BME is not liable for the technical failure of the website or access to the portal.
- (2) In addition to these Terms of Use, we refer to the BME Data Protection Declaration. BME reserves the right to amend these Terms of Use from time to time. The invalidity or incompleteness of individual provisions shall not affect the validity of the remaining provisions.