

TERMS OF USE

The Home of Creative Business Leadership is a vibrant and expanding global community of knowledge, practice and learning built by the Berlin School of Creative Leadership GmbH ("Berlin School"). The community mission is to celebrate business creativity by sharing knowledge and connecting creative business leaders from around the globe.

These Terms of Use ("Terms of Use") are effective as of **01.02.2018** and provide additional conditions in connection with Participants Agreement and Confidentiality Agreement for the Executive MBA in Creative Leadership, as well as any other Participants Agreement signed with the Berlin School of Creative Leadership Foundation gUG.

By accessing or using the Community Website 'Home of Creative Business Leadership' (the "Service"), or by logging into the site with your allocated User ID, as a user ("You"), agree to be bound by these Terms of Use. The Service is owned and operated by the Berlin School of Creative Leadership GmbH, Gotzkowskystr. 20/21, 10555, Berlin, Germany.

The Service comprises a suite of online services provided by Berlin School of Creative Leadership GmbH, including but not limited to:

- an online Community Directory
- a User-to-User Community Messaging service, and
- the Home of Creative Business Leadership features and service.

These Terms of Use govern the use of each component of the Service. Please read these carefully.

1. Copyright; Rules for Submission of Content.

- (a) The Service and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials (collectively, the "Service Content") are protected by copyright, trademark and other laws. The Berlin School owns the intellectual property rights in the Service and the Service Content. You may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, you may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of Berlin School of Creative Leadership GmbH.
- (b) You retain ownership of all of your intellectual property rights in any content created, posted, or shared by you, on or through the Service and any personal data, (the "User Content"). Berlin School does not claim ownership of your User Content.
- (c) You represent and warrant that: (i) you own your User Content; (ii) the posting and use of your User Content on or through the Service will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you shall pay for all royalties, fees, and any other monies owed by reason of your User Content; (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction; (v) any infringement of the above remains your responsibility as a user; and (vi) Berlin School is not responsible for any violation of rights in regard of User Content of any source.

2. Rules of Conduct.

- (a) You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully competent, to use the Service and to enter into and comply with these Terms of Use.
- (b) You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, disturbing, pornographic, or sexually suggestive photos or other content via the Service.
- (c) You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

- (d) You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your User Content, including but not limited to, copyright laws.
- (e) You must not interfere with or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- (f) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- (g) You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use.
- (h) You may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by Berlin School (or any individual officer or employee of Berlin School); (3) use that can be confused with official communications of Berlin School or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.
- (i) Certain areas of the Service provide tools for the exchange of ideas and information between users, including in the form of direct messaging. Berlin School is not responsible or liable for any content, including User Content that is posted or distributed pursuant to such user to user exchanges. The views and opinions expressed by users are theirs alone, and are not endorsed by, and should not be ascribed to Berlin School. You are solely responsible for all User Content you post, and you assume all risks relating to its use by others and others' reliance on its accuracy.
- (j) You acknowledge and agree that Berlin School has no obligation to display, monitor, or take any action with respect to Service Content or User Content. Berlin School reserves the right, without the obligation, to edit the Service and to edit, remove, delete or refuse any User Content for any reason without notice to users. If User Content violates the above standards or any other provision of these Terms of Use, Berlin School reserves the right to terminate the applicable user's account and right to use the Service, in addition to any other rights or remedies available.
- (k) User Content deemed to be opt for display as Service Content does not amount to approval or endorsement by the Berlin School, and you agree that Berlin School will have no responsibility or liability in connection with your use of any User Content.

3. Privacy; Confidentiality.

- (a) Berlin School agrees to use your User Content in compliance with the privacy policy of the Service, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "Privacy Policies").
- (b) Berlin School will treat your User Content as confidential information in accordance with Berlin School of Creative Leadership GmbH policies, and only use and disclose it in accordance with these Terms of Use and the Privacy Policies.

4. Limitation of Liability; Indemnification.

- (a) This service and all its content are provided "as is" and without warranties of any kind, express or implied. The Berlin School does not approve or endorse any user content. The Berlin School is not liable to users or visitors for any damages of any kind arising out of the use of the service, service content, or user content regardless of whether Berlin School has been advised of the possibility of damages.
- (b) You agree to indemnify and hold harmless Berlin School and its officers, fellows, governing board members, directors, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the Service or any of the Service Content or your User Content, and/or your failure to comply any provision of these Terms of Use.

5. User Accounts; Account Termination Policy.

- (a) You agree to provide accurate and complete information when creating or updating your account. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You agree to notify us immediately at community@berlin-school.com of any unauthorized use of your account or other breach of security. You may not use another's account without permission. Berlin School may terminate your account if you violate any provision of these Terms of Use or fail to comply with requests concerning your account. User accounts may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.
- (b) The rights granted to you hereunder will terminate automatically upon any breach by you of these Terms of Use, unless Berlin School otherwise specifically agrees in writing, but the other provisions of these Terms of Use will survive any such termination. Berlin School reserves the right at any time in its sole discretion to cease providing any Service Content, to change or discontinue any aspect or element of the Service, or to cease making the Service available.

6. **Miscellaneous**

- (a) **Links to Other Services.** Berlin School may provide links to websites operated by third parties, including but not limited to, websites operated by Berlin School, as a convenience for our users. Berlin School does not endorse or accept responsibility for the content or the use of third-party websites. If you use third-party sites, you do so solely at your own risk. Links do not imply that Berlin School is affiliated or associated with any linked site.
- (b) **Use of Berlin School of Creative Leadership GmbH Names.** Except as specifically permitted by these Terms of Use, you may not use or register any name, logo or insignia of 'Berlin School of Creative Leadership GmbH', 'Berlin School of Creative Leadership Foundation gUG', 'Berlin School of Creative Leadership Foundation'; and/or 'Home of Creative Business Leadership' any of its schools or subdivisions for any purpose except with our prior written approval and in accordance with any restrictions required by Berlin School of Creative Leadership GmbH.
- (c) **Governing Law.** These Terms of Use, and any claim or dispute that arises from or relates to your use of the Service, will be governed by the laws of Berlin, without regard to its conflicts of laws principles. You agree that all such claims and disputes will be heard and resolved exclusively in courts sitting in Germany. You consent to the personal jurisdiction of such courts over you for this purpose, and waive and agree not to assert any objection to such proceedings in such courts (including any defence or objection of lack of proper jurisdiction or venue or inconvenience of forum).
- (d) **Change of Terms of Use.** Please note that these Terms of Use are subject to change without notice from time to time. Any changes will be posted to this page. Your use of this Service or any Service Content after any changes have been made will constitute your agreement to the modified Terms of Use.
- (e) **Severability; Entire Agreement.** If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. Your rights under these Terms of Use are personal, non-exclusive and non-transferable. Headings are for reference purposes only and in no way, define or limit the scope or extent of any provision of these Terms of Use. Berlin School's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise expressly provided in these Terms of Use, nothing herein shall be deemed to confer any third-party rights or benefits. These Terms of Use set forth the entire understanding and agreement between you and Berlin School of Creative Leadership GmbH with respect to the subject matter hereof.