

CareerCheck – DKFZ Online Career Development Tool

USER AGREEMENT

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Section 1 – Provider of the service

The provider of *CareerCheck* is:
 German Cancer Research Center (DKFZ)
 Foundation under Public Law
 Im Neuenheimer Feld 280
 69120 Heidelberg
 Germany
 (hereafter referred to as: “DKFZ”)

Section 2 – Subject matter

(1)

These terms and conditions apply for the use of the CareerCheck web application (“Service”) by the user (“User”). The Service is hosted by DKFZ on its own servers, currently only for certain types of Users (see Section 2 (2) below) in order to test and finalize the Service.

(2)

The Service is offered exclusively to DKFZ employees, DKFZ cooperation partners and selected DKFZ Alumni. DKFZ cooperation partners (including DKFZ Alumni) can apply at

Deutsches Krebsforschungszentrum (DKFZ)
 DKFZ Career Service & Alumni Relations (M210)
 Im Neuenheimer Feld 280
 69120 Heidelberg

for the use of the Service. It is expected that all Users of the Service provide feedback about its contents, its functionality and usability to DKFZ in the current phase of development.

(3)

In addition to these terms and conditions, the following regulations apply to the respective addressed user groups of the respective regulations: "[DKFZ Terms of Use for cooperation partners](#)", 22 November 2018 (for DKFZ cooperation partners and selected DKFZ Alumni).

For DKFZ employees only: "[Verfahrensabsprache über den Einsatz der DKFZ-intern entwickelten Karriereberatungsseiten CareerCheck](#)", 2 January 2020 and "[DKFZ Terms of Use for Information Technology](#)", 6 February 2018.

Section 3 – Registration and conclusion of the terms and conditions

(1)

In order to use the Service, DKFZ employees log on to CareerCheck with their DKFZ email address and DKFZ password (email address and password of any User is hereafter referred to as "login-data"). DKFZ cooperation partners (institutions of the Helmholtz Association as well as DKFZ Alumni and trainers cooperating with DKFZ) can send a request to use the Service themselves or for their institution to Career Service & Alumni Relations (see Section 2 (2) above). Such request is evaluated and, where possible, approved. If a cooperation partner of the Helmholtz Association is accepted as being entitled to use the Service, the employees of such cooperation partner may register with their respective company user identification/user ID and are then each for itself considered a User within the meaning of these terms and conditions. The [user name] of [non-DKFZ users] may be disclosed to the coordinator of their institute, content that is entered on the platform will never be disclosed.

(2)

By submitting the registration form, a contract is concluded between DKFZ and the User.

Section 4 – Service obligations of DKFZ

(1)

DKFZ shall make the Service available in accordance with the provisions of these terms and conditions.

(2)

To an economically reasonable extent, DKFZ will implement security technologies when providing the Service. DKFZ does not provide any warranty concerning the secure operation of the Service or that the corresponding security technologies prevent any disruption to the Service by third parties.

(3)

The Service will, in general, be available 95% of the time. The Service will be unavailable during times where updates, upgrades and bug fixes are implemented or when other maintenance work is performed. The Service may further be unavailable due to the unavailability of third party services, such as telecommunications and the internet. DKFZ does not assume any responsibility for such unavailability.

Section 5 – Responsibilities and obligations of the user

(1)

The User is obliged to register only one natural person per login and not to use the account jointly with another person.

(2)

The User is not entitled to disclose or share his or her login-data to third parties. The User is obliged to prevent any use of the login-data by third parties. Should the User suspect that any

unauthorized person has become aware of his or her login-data, the User must inform DKFZ immediately via the contact option available through the Service.

(3)

The User will not make any content accessible to third parties or distribute or otherwise use any content through the Service in a way that is not compliant with applicable law or otherwise infringes third party rights. When uploading or otherwise using content through the Service, User guarantees that he has the necessary rights to do so and to use the content in the way he does. The User agrees not to collect, process or save or otherwise use any personal data apart from his own in connection with or through the Service.

(4)

The User will only use all content that is available at CareerCheck for private and personal use or – if agreed separately with DKFZ – for the purpose agreed on between DKFZ and the User in a separate agreement, e.g. DKFZ internal training purposes.

(5)

All content provided by DKFZ, including content by third parties commissioned by DKFZ, through or in connection with the Service as well as the Service itself (all together the “DKFZ-content”) are protected by intellectual property rights. The User agrees to use such DKFZ-content only as far as necessary for the use of the Service. The User is prohibited from copying, editing or distributing any parts of DKFZ-content or make any DKFZ-content available to third parties or otherwise use DKFZ-content in a way not necessary for the normal use of the platform. In particular, the User must not sub-license, license, sell, lease, let, outsource or provide any DKFZ-content to third parties.

(6)

The Service is provided via the internet. DKFZ does not assume any responsibility for the internet connection through which the Service is used. Such connection is the sole responsibility of the User.

(7)

The User shall be obliged not to access the Service with the assistance of automated methods, unless this has been expressly permitted by DKFZ in advance.

Section 6 – Prohibited activities of the user

(1)

The Service is intended only for non-commercial use by the User. Any use of the Service for or in connection with commercial purposes is not permitted, unless such use has been expressly permitted by DKFZ in advance and in writing. Commercial purposes within the meaning of these terms and conditions are all purposes which are aimed at the generation of revenue of any kind.

(2)

Should the User become aware of any illegal, abusive or other unauthorized use of the Service or use of the Service in breach of these terms and conditions, the User must report this to DKFZ immediately via the contact option through the Service and provide sufficient information in order to enable DKFZ to assess the alleged breach and perform adequate measures to stop the breach. Any such report is treated confidential.

Section 7 – Warranty and liability

(1)

The Service is provided as is. DKFZ does not assume any warranty with respect to its contents or functionality. The User is aware that the Service is currently tested by the existing Users and that therefore, it is not a finished product.

(2)

DKFZ is liable for grossly negligent and intentional behavior according to statutory law.

Section 8 – Blocking

(1)

In case of a breach of the User of these terms and conditions or any other illegal behavior (both a “breach”) of the User, regardless of the existence of a good cause for termination (Section 11 Paragraph 3), DKFZ may take the following measures against the User in DKFZ’s sole discretion and taking into account the interests of the parties, as well as the severity of the breach:

- Deletion of content, which the User has saved
- Temporary blocking of access to the Service

Further, DKFZ is entitled to terminate the agreement with the User, should the User fail to remedy such breach within an adequate timespan, or should there be repeated breaches despite warnings by DKFZ.

(2)

Should good cause for termination (Section 11 Paragraph 3) exist, DKFZ can also

- Permanently delete content, which the User has service saved
- Permanently block access to the Service

(3)

DKFZ will only use the measures described in this Section 8 if and insofar the User has failed to remedy the breach upon warning by DKFZ within an adequate timespan and no other measure is appropriate to stop the breach, or, in case of a serious breach that has to be stopped immediately.

Section 9 – Indemnity

The User will indemnify and hold harmless DKFZ from all costs incurred by any third party claim based on or in connection with the culpable illegal use of content or the Service itself by the User, including a reasonable amount of legal costs up to the amount of the respective applicable statutory fees. DKFZ will provide the User with the opportunity to defend himself against such third party claims.

Section 10 – Data protection

DKFZ will collect and process personal data only in accordance with the applicable data protection laws. Further information can be obtained on CareerCheck under Imprint and Privacy Policy.

Section 11 – Contractual term and termination

(1)

The agreement between User and DKFZ shall remain in force as agreed between User and DKFZ. If not agreed otherwise, the agreement between the User and DKFZ is concluded for an indefinite period of time. For any external Users, an automatic end of the agreement might be regulated in a separate cooperation contract.

(2)

Both parties may terminate the agreement via email at any time, the User without any notice period, DKFZ with a notice period of one week in order to give the User the opportunity to save its own data.

(3)

The right to extraordinary termination for good cause stays unaffected. In particular, it shall be deemed a good cause for the termination of this agreement if the User continuously breaches his or her obligations under these terms and conditions.

(4)

If the User has not terminated the agreement, but has not accessed the Service for more than five years (last login), its account will be automatically deleted by DKFZ. In the event of interruption of the employment contract (e.g. during stays abroad) we ensure as a service, that the User will be able to access the data again provided that the User has a new employment with DKFZ or cooperation partner within five years after the last login.

(5)

DKFZ will block the user access at the time of taking effect of a termination and delete all personal data of the User stored in connection with the Service.

Section 12 – Final provisions

(1)

DKFZ reserves the right to amend these terms and conditions from time to time. In case of such amendment, DKFZ will provide the User with the amended version via email at least four weeks before the amendments shall come into force. The User then will have the opportunity to object against the amendments and terminate the agreement without notice period. DKFZ will inform the User of such right in the email accompanying the amended version and of the effective date of the amended version. Should the User not terminate the agreement until the effective date of the amended version, he will be able to formally accept the new version by checking the respective box during the login-process.

(2)

This agreement shall be governed by German Law under exclusion of the United Nations Convention on the International Sale of Goods and German International Private Law.

(3)

Exclusive Place of jurisdiction shall be Heidelberg, if the User is a merchant, legal entity under public law or a special fund under public law.