

# **Disclaimer of liability**

## **§1 Scope and area of application**

FNR (Fachagentur Nachwachsende Rohstoffe e.V., hereafter called FNR) makes it possible for third parties (hereafter called "service user") to publish media items on FNR's server.

The terms of use for the server fnr-server.de and for all physical domains which run on this server apply to all services provided by FNR. This explicitly includes the publication of presentations.

Additional or differing terms of use set by the service user do not apply unless they are explicitly approved by FNR in writing.

This disclaimer applies to the following work:

**Title of work:**

**Name of service user:**

**Address:**

**E-mail:**

## **§2 Review**

FNR reserves the right to review all materials with regard to their technological quality and comprehensibility prior to publication. In case of any changes being necessary, FNR will immediately notify the service user. If the service user decides not to accept the changes, the material will not be published.

## **§3 Indemnity**

In signing this disclaimer, the service user undertakes to

- abide by applicable laws, regulations and professional standards,
- give accurate and complete information on their person,
- not to disseminate or publish any third parties' addresses or other personal data,
- not to save, publish or distribute contents which violate the rights of third parties, especially copyrights, personal rights, trademark rights and patent rights,
- not to disseminate information or contents of whatever type (e.g. software, viruses, computer worms, spam) which could impede, disrupt or prevent the use of the services.

Any violation of one or more of the above duties warrants the temporary or final blocking or deletion of the user's contents by FNR, irrespective of further legal measures.

## **§ 4 Transferral of rights**

The service user publishes his/her own material on the web server fnr-server.de. No rights are transferred to FNR.

## **§ 5 Warranty and liability**

The service user may only upload contents produced by him-/herself. He/she guarantees that the contents do not violate the rights of any third party.

Should FNR be held liable for any violation of relevant terms of use or laws caused by uploaded contents, the service user hereby undertakes to exempt FNR from all legal consequences, such as third party claims. This indemnity includes any fines, damages, expense of counsel and solicitor's fees.

Contents which are uploaded to the server fnr-server.de by the service user, and are thereby distributed, published and transferred, are not being reviewed for legality or legitimacy. FNR therefore assumes no liability for any material which is by-lined and for which an exclusion of liability has been signed.

FNR is not liable for any damage resulting from errors, delays or disruptions of transmission, from technical failures, from loss or deletion of data, from computer viruses, or from any other occurrences during the use of fnr-server.de, unless such occurrences were caused by gross negligence or wilful intent.

FNR assumes no liability for legitimacy, accuracy and reliability of external websites accessed via links from fnr-server.de.

### § 6 Costs, duration, cancellation

FNR uploads the materials free of charge.

FNR reserve the right to delete, without notice, any material which is out of date, at the earliest after two years.

Gross violations of the terms of this contract which jeopardise the contract use entitle the contracting parties to an extraordinary cancellation.

### § 7 Final provisions

In case individual clauses are or become invalid, the remaining terms of use remain unaffected. The invalid clause will be replaced by the one best representing the underlying legal idea behind the invalid clause.

The above terms of use, as well as all legal ties between users of fnr-server.de, are solely governed by the law of the Federal Republic of Germany.

The place of jurisdiction is Güstrow, Germany.

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Signature service user

\_\_\_\_\_  
Signature FNR

Fachagentur Nachwachsende Rohstoffe e.V.,  
Gülzow, .....



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FNR web spaces:  
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[www.bio-energie.de](http://www.bio-energie.de); [www.bio-kraftstoffe.info](http://www.bio-kraftstoffe.info); [www.energiepflanzen.info](http://www.energiepflanzen.info); [www.bt-plattform.de](http://www.bt-plattform.de); [www.biowerkstoffe.info](http://www.biowerkstoffe.info);  
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Fachagentur Nachwachsende Rohstoffe e.V. (FNR) – Managing Director: Dr. Ing. Andreas Schütte – Chairperson of the board: Dr. Klaus Kliem – Executive Board: Dr. Jörg Rothermel, Peter Bleser, Clemens Neumann, Karsten Pellnitz, Dirk Alfter – Registration court: Amtsgericht Güstrow – Registration number: VR 281