



Terms of Use

EBS Housing Portal

§1 Scope of application

- (1) The present terms of use apply to all services and contents offered on housing.ebs.edu and www.myebbs.de as well as the associated sub-pages.
- (2) By using the housing platform created by EBS Universität für Wirtschaft und Recht gGmbH (hereinafter referred to as "EBS") the user declares his agreement with these Terms of Use.
- (3) Users who do not declare their agreement with the terms of use are prohibited from using the services of the sites housing.ebs.edu and www.myebbs.de (hereinafter referred to as Housing Portal). A use already exists when the user calls up and uses the data of the Housing Portal without making his own entry. The use of data therefore already begins when the user contacts the Housing Portal.
- (4) EBS reserves the right to adapt the terms of use at any time.

§ 2 Subject matter of the contract

- (1) EBS provides a housing platform which brings together those seeking and those offering housing. For this purpose, the data provided will be published on the Housing Portal.
- (2) The offer of the Housing Portal is directed exclusively at private users who are merely looking for or want to make available living space for non-commercial purposes.
- (3) The offer is intended exclusively for full-aged users.
- (4) The use of the Housing Portal is free of charge.
- (5) The offers of the users entered on the Housing Portal are automatically deleted three months after publication.



§ 3 Prohibition of use, warranty and exclusion of liability

- (1) For technical reasons, EBS expressly reserves the right to remove an advertisement completely or temporarily from the Housing Portal or to refuse a user use of the Housing Portal.
- (2) The same applies to all advertisements and publications on the Housing Portal if they violate these Terms of Use as well as applicable legal regulations or boni mores.
- (3) EBS assumes no guarantee or responsibility for the completeness and correctness of the information provided by users.
- (4) Agreements (e.g. rental agreement) between the respective parties shall apply exclusively for contracts concluded via the Housing Portal. EBS does not assume any contractual obligations in this respect and does not make any promises of guarantee. Liability in this area is fully excluded.

§ 4 Rights and obligations of users

- (1) The user is solely responsible for the content and correctness of the data and information transmitted. He is responsible for his actions on the Housing Portal.
- (2) The user also undertakes not to transmit any data and information whose contents infringe the rights of third parties (in particular personal rights, rights to a name, trademark and copyright rights and other performance protection rights) or violate existing laws of the Federal Republic of Germany (e.g. Copyright Act, Civil Code, Criminal Code, Trademark Act, Basic Law, Protection of Minors). This applies in particular to links to other Internet pages, references to offers in printed works or digital media made by the user.
- (3) The user is expressly informed that it is prohibited by law to publish copyrighted map material or copyrighted images and photographs on the Housing Portal without the consent of the author.
- (4) Finally, the user may not use the Housing Portal for other unlawful or immoral purposes that do not correspond to the objectives of the Internet portal. The use of offensive content, ambiguous terms, incitements to sexual acts of any kind whatsoever is prohibited.
- (5) The user shall indemnify EBS against all third-party claims asserted against EBS by third parties due to the user's violation of these Terms of Use. The user shall reimburse EBS for all costs, in particular costs of legal



prosecution and defence. In addition, the user is obliged to provide EBS with all documents and information necessary to safeguard its interests.

- (6) The use of the data used on the Housing Portal for the purpose of mass e-mailing (so-called spamming) is prohibited. EBS reserves the right to take legal action against users who use data from the Housing Portal for spamming purposes.
- (7) It is forbidden to directly or indirectly indicate so-called premium-rate telephone numbers (e.g. numbers with the prefix 0900, 0180X, 0190X, 11XXX) or to refer to them in any way, be it by direct representation or by the announcement of a telephone service, by e-mail or by other notification of the user. This shall also apply mutatis mutandis to so-called fax call-off numbers. In the event of a violation, EBS reserves the right to delete the relevant advertisement without prior warning and to block the user.
- (8) Activities of use which have the purpose of negatively impairing the function of the Housing Portal or at least making its use considerably more difficult are prohibited. You will always be prosecuted under civil and criminal law. In particular, incidents of intervention that impair the physical and logical structure of the Internet portal are prohibited.
- (9) The assignment of housing offers which directly or indirectly involve brokerage costs, (brokerage) fees, increased telephone costs or other costs or fees is prohibited. It is also prohibited to directly or indirectly advertise other products or services in an advertisement. Notices of coupled transactions (rental agreement plus insurance, e.g. liability insurance) are inadmissible.
- (10) The user undertakes to keep his access data secret from third parties and to protect it from unauthorised access. The user is liable for any unauthorized use of the Housing Portal for which he is responsible. The user must inform EBS immediately if he suspects that his access data is being misused by third parties.
- (11) The user condones that the personal data given in the Housing Portal can be filtered out by search engines such as Google.de. EBS has no way of preventing such filtering by search engines.
- (12) Duplication of the offers on the Housing Portal is not permitted. In the event of violation, EBS reserves the right to initiate civil and criminal proceedings against the respective user.
- (13) Should a third party violate these Terms of Use or other statutory provisions, we ask the user to inform EBS immediately of this violation so that appropriate measures can be taken.



- (14) The user undertakes to use the personal data exchanged, processed and published during the procedure solely for the purpose of finding accommodation.

§ 5 Rights and obligations of EBS

- (1) EBS reserves the right to check the advertisements placed on the Housing Portal. EBS respects the rights of users, in particular freedom of expression, insofar as users' actions do not breach the law on their part.
- (2) If the user violates the Terms of Use or if there is justified suspicion of a violation, EBS shall be entitled to exclude the respective user from the services of the Housing Portal and to delete the data transmitted by him immediately.
- (3) EBS shall not provide any information on individual advertisements or enquiries about properties.

§ 6 Final provisions

- (1) Any invalidity of a provision of the Terms of Use shall not affect the validity of the remaining provisions of these Terms of Use.
- (2) The law of the Federal Republic of Germany shall apply exclusively to the present user relationship.
- (3) The contractual relationship between EBS and the user shall be limited to the user relationship. Further contracts that go beyond the services offered by the Housing Portal are not concluded here between the parties.

§ 7 Validity

These Terms of Use shall enter into force on 1 September 2019 and shall remain in force indefinitely until such time as the Terms of Use are revised.

Status: September 2019