

# Terms of Use

## 1. Scope

(1) The following terms and conditions apply to the use of the website <https://bw.lup-umwelt.de/>, hereinafter referred to as 'our website', and all associated services.

(2) By registering, you agree to the terms of use of our website. By giving your consent, you guarantee to us that you will not contribute any content that breaches the terms of use.

(3) The use of our website does not constitute a contract between users and us.

## 2. Registration

(1) Registration is required in order to use certain features of the website.

(2) The user is obliged to provide complete and accurate information upon registration and to keep this information up to date.

(3) The user is solely responsible for the security of their account and is liable for any activities carried out using their account.

## 3. Obligations as a user

(1) The user undertakes to respect the website and its content, as well as the rights of other users.

(2) The user must not use the website for unlawful or commercial purposes.

(3) The user must not publish or upload any content that is unlawful, defamatory, harassing, pornographic, obscene or otherwise objectionable.

(4) Should you breach paragraph (1)–(3) of article (3) of these Terms of Use, we reserve the right to take the following action against you:

1. To delete and edit the content you have posted,
2. Suspension of your user account.

(4) If, as a user, you have failed to comply with the Terms of Use and this has resulted in potential legal infringements arising from the content you have posted (breach of duty), you undertake, as a user, to indemnify us against any claims, including claims for damages, and to reimburse us for the costs incurred.

Furthermore, the user is obliged to assist us in defending against any claims for damages arising from the legal infringement caused by them (breach of duty as above) and to bear the costs of a reasonable legal defence on our behalf.

(5) By agreeing to these terms, you warrant that you will not post any content that breaches the Terms of Use.

## 4. Liability

(1) Use of the website is at the user's own risk.

(2) We process freely available satellite data from the ESA (European Space Agency) using recognised, scientifically proven algorithms that are constantly being refined. Almost all of the data consists of approximations that contain inaccuracies resulting, amongst other things, from the spatial resolution of the source data, which is at least 10 m x 10 m. The data provided therefore makes no claim to completeness. The data does not constitute an expert opinion and cannot replace an expert

report. We give no guarantee whatsoever and accept no liability for the accuracy, suitability or completeness of any data, and cannot be held liable for any actions taken in reliance on the data.

(3) Despite careful checking of the content, we accept no liability for the content of external links. The operators of the linked sites are solely responsible for their content. This disclaimer is to be regarded as part of the internet publication from which this website was referenced. Should parts or individual formulations of this text not, no longer or not fully comply with the applicable legal situation, the remaining parts of the document shall remain unaffected in their content and validity.

(4) We do not guarantee that the website will be available at all times without interruption. We hereby expressly exclude any liability in this regard. Even with the utmost care, downtime cannot, unfortunately, be ruled out.

## **5. Copyright**

All content on this website and its associated pages, in particular text, photographs and graphics, is protected by copyright. Reproduction – in particular via screenshots, editing, distribution and any form of use beyond the limits of copyright law – is prohibited without the prior consent of the respective copyright holder. If you wish to use any content, please contact us by email at [info@lup-umwelt.de](mailto:info@lup-umwelt.de). Anyone who infringes copyright is liable to prosecution and may face a formal warning and claims for damages.

## **6. Subject to change**

We reserve the right to amend or supplement these Terms of Use at any time. Users will be notified of any changes to the Terms of Use by email.

## **7. Cancellation and duration of registration on our website**

The term of a registered account on our website begins upon registration and acceptance of our Terms of Use, and remains in force indefinitely. Membership may be terminated at any time without notice.

## **8. Final clauses**

(1) The law of the Federal Republic of Germany shall apply.

(2) The place of jurisdiction for all disputes arising in connection with these Terms of Use is Potsdam.

(3) Should any provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.