

# The Anti-Corruption Research Network (ACRN) Terms of Use / User Agreement

By accessing, viewing, downloading information from or otherwise using the Anti-Corruption Research Network web platform (henceforth referred to as ACRN) or any webpage or feature available through ACRN, any information provided as part of the ACRN services, or any related emails, newsletters or services or by clicking “I Accept” during the registration process, you conclude a legally binding agreement with the Transparency International Secretariat, in its capacity as administrator of ACRN (henceforth referred to as TI-S), Alt-Moabit 96, 10559 Berlin, Germany (“we”) based on the terms of this User Agreement (“Agreement”) and become an ACRN user (“User”). If you are using ACRN on behalf of an academic institution or other legal entity, such entity may have a separate agreement with us, but you are nevertheless individually bound by this Agreement. If you do not want to become a User, do not conclude the Agreement, do NOT click “I Accept” and do not access, view, download or otherwise use any ACRN webpage, information or services.

We encourage you to read this Agreement with great care in order to participate with us as a User in the development of a quality service. By becoming a User, you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions.

## 1. Your Obligations — What You Must Do

**Comply with laws and the Agreement:** You must comply with all applicable laws, the Agreement, as may be amended, and the following terms, which are incorporated into this Agreement:

- DOs and DON'Ts
- Notice and Take-Down Procedure Terms for Complaints re. Copyright Infringement and Content
- Other Notices
- ACRN's Privacy Policy

### **License and warrant your submissions:**

TI-S has no obligation to verify the identity of any Users when they are connected to the site. However, TI-S maintains final editorial control over all content published on the ACRN platform. Note that we describe our current practices related to personally identifiable information collected through ACRN in our [Privacy Policy](#) and that we may update our policies and practices from time to time at our sole discretion. Should you believe that someone is misusing or otherwise appropriating your information, you must immediately inform the ACRN admin at [acrn\\_privacy@transparency.org](mailto:acrn_privacy@transparency.org).

You do not have to submit anything to us, but if you choose to submit something (including any User generated content, ideas, concepts, techniques and data), you must grant, and you actually grant by concluding this Agreement, a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, and use for non-commercial purposes, anything that you submit to us, without any further consent, notice and/or compensation to you or to any third parties. By submitting any information to us, you represent and warrant that such submission is accurate, is not confidential, and is not in violation of any contractual restrictions or other third party rights. You

further agree to inform ACRN in the event that any such information has changed since your registration with ACRN and, if appropriate, you agree to make such modifications yourself to your profile.

Prior to joining ACRN, you must consider and decide, yourself, the extent to which you wish to reveal information about yourself to the community of ACRN Users and to ACRN and you must not communicate to ACRN and its Users any information, the dissemination of which could be harmful to you.

**Service Eligibility.** You represent and warrant that you (a) are not under the age of 18; (b) have not previously been suspended or removed from ACRN; (c) do not have more than one ACRN account at any given time; and (d) that you have full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which you are a party. In addition, you must provide all equipment and software necessary to connect to ACRN, including, but not limited to, if the service contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with ACRN and to use any part of ACRN.

**Keep your password secure:** Keep your password confidential, do not use other Users' accounts and do not let others use your account; you are responsible for anything that happens through your account — until you notify us of a breach ([acrn\\_privacy@transparency.org](mailto:acrn_privacy@transparency.org)), close down your account or prove that your account security was compromised due to a fault of our systems. You are prohibited from selling, trading or otherwise transferring your ACRN account or any information therein to another party or charging anyone for access to any portion of ACRN, or any information therein.

**Indemnify us:** You have to indemnify us and hold us harmless from any damages, losses and costs (including, but not limited to, reasonable attorneys' fees) related to third party claims, charges or investigations, caused by (a) your failure to comply with this Agreement, including, but not limited to, your submission of content that violates third party rights or applicable laws, (b) any content you submit to ACRN or (c) any activity in which you engage on or through ACRN.

**Notify us of acts contrary to the Agreement:** If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory laws, you agree to provide us with detailed written notice at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation.

**Forums/Blogs/Chat Rooms:** ACRN may include various forums, blogs and chat rooms where you can post your observations and comments on designated topics. ACRN cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on ACRN. ACRN, TI-S OR ANY TI-S AFFILIATES ARE NOT RESPONSIBLE FOR A MEMBER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.

**Privacy:** You should carefully read our full [Privacy Policy](#) (found on the ACRN website) before deciding to become a User of ACRN. Please note that certain information, statements, data and content (such as photographs) which you may choose to provide might reveal your gender, ethnic origin, nationality, religion and/or sexual orientation, and that you are providing all such information, statements, data and content in full acknowledgment thereof and under your sole responsibility. By providing such information to us, you are hereby expressly giving your informed consent to the processing by us of such "sensitive" data.

## **2. Your Rights — What You May Do**

On the condition that you comply with all your obligations under the Agreement, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable right to access, through a generally available web browser (but not any scraping, spidering, crawling or other technology or specialist software used to harvest data) to view information that we provide on ACRN webpages as we intend such information to be used only in accordance with the Agreement and any specific terms of use that we make available to you. You may submit information to us at your own risk of loss per Sections 1, 4 and 8 hereof. We grant you no other rights, implied or otherwise.

## **3. Our Rights and Obligations — What We Must And May Do**

The purpose of ACRN is to provide an online platform for sharing expertise and ideas on anti-corruption and corruption-related research.

For as long as ACRN continues to exist, it shall provide (and seek to update, improve and expand) an interactive platform to find and share information on latest anti-corruption research and related courses, events, job and funding opportunities etc. Provision of this service can be discontinued or changed at any time, at TI-S' sole discretion.

Any other use of ACRN (such as seeking to use ACRN as a means of generating revenue through the sale of contacts or information to others) is strictly prohibited and is a violation of this Agreement.

We allow you to access ACRN as it may exist and be available on any given day. We have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue ACRN, partially or entirely. All of these changes shall be effective upon their posting on our site or by email communication to you. We reserve all rights not expressly granted herein, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in ACRN and all related items.

TI-S reserves the right to withhold, remove and / or discard any content available as part of your account, with or without notice. TI-S retains ultimate editorial control over content published on the platform. For avoidance of doubt, TI-S has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using ACRN.

ACRN may include or automatically produce links to third party web sites ("Third Party Sites"). TI-S is not responsible for and does not endorse any advertising, products or other materials on or available from such web sites or resources. ACRN may also include articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). If you decide to access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from ACRN.

You acknowledge and agree that we may send you important information and notices regarding ACRN by email. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about ACRN. You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by

law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims of a violation of the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property of ACRN, its Users and the public.

You are solely responsible for your interactions with other members. TI-S reserves the right, but has no obligation, to monitor disputes between you and other members and to terminate your account if TI-S determines, in its sole discretion, that doing so is prudent.

#### 4. Disclaimer

**SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.**

DO NOT RELY ON ACRN, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE ACRN AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY ACRN OR ANYTHING RELATED TO ACRN, YOU MAY LEAVE ACRN AND TERMINATE THE AGREEMENT IN ACCORDANCE WITH SECTION 6 HEREOF AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

TI-S IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS INMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH ACRN TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF ACRN WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED TO US SUCH MATERIAL, SERVICE, OR TECHNOLOGY.

TI-S DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ACRN, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ACRN BY OTHER USERS OF THE COMMUNITY ; THEREFORE, TI-S DECLINES ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

TI-S DOES NOT GUARANTEE THAT ACRN WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS. IN PARTICULAR, OPERATION MAY BE MOMENTARILY INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR TECHNICAL IMPROVEMENTS. TI-S DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, TI-S DISCLAIMS ALL LIABILITY FOR ANY MISFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF ACRN DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES LINKED TO THE INTERNET SERVICE PROVIDER, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON UNRELATED TO TI-S.

## 5. Limitation of Liability

**SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.**

Neither TI-S nor any of its employees, directors or partner organisations (“TI-S Affiliates”) shall be liable for any damages arising from your use of ACRN, any platform applications or any of the content or other materials on, accessed through or downloaded from ACRN even if TI-S is aware or has been advised of the possibility of such damages. The limitation of liability set forth in the preceding sentence shall:

1. apply regardless of whether you base your claim on contract, tort, statute or any other legal theory, we knew or should have known about the possibility of such damages, or the limited remedies provided herein fail of their essential purpose, and
2. not apply to any damage that TI-S Affiliates cause you intentionally and knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be derogated from in this Agreement.

## 6. Termination

You may terminate this Agreement, for any or no cause, at any time, by writing to [acrn\\_editor@transparency.org](mailto:acrn_editor@transparency.org) with subject line “Termination of account”. The termination shall be effective upon TI-S processing such notice. TI-S may terminate the Agreement for any or no cause, at any time, with or without notice, which shall be effective immediately or as may be specified in the notice. Termination of your ACRN account includes disabling your access to ACRN (including any content you submitted or others submitted) and may also bar you from any future use of ACRN. In case of termination of an account, TI-S is obliged to remove your user information from the site and its databases. However, we are NOT obliged to remove information shared in the Forums and comments.

TI-S may also at its sole discretion limit access to ACRN and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## 7. Consequences of Termination

Upon termination, you lose access to ACRN. The terms of this Agreement shall survive any termination, except Sections 2 and 3 hereof.

## 8. Applicable Law and Jurisdiction

**Choice of Law:** The Agreement and any claim, action, proceeding or dispute arising out of or relating to the Agreement (“Disputes”) shall be governed by German law.

**Jurisdiction :** Parties agree that the courts of Berlin (Germany) will be competent for any Dispute with respect to this Agreement.

## 9. General Terms

**Severability:** If any provision of the Agreement is found to be invalid or unenforceable under mandatory laws of a particular jurisdiction, such provision shall be interpreted as to give maximum effect to its intended purpose and this shall not affect the validity or enforceability of (a) such provision under the laws of any other jurisdiction, or (b) any other provision of the Agreement.

**Notices:** We may notify you via postings on <http://corruptionresearchnetwork.com>, and via email or any other communications means using contact information you provide to us. You may also notify us via email at [acrn\\_editor@transparency.org](mailto:acrn_editor@transparency.org) or via mail or courier at Anti-Corruption Research Network (ACRN) c/o Transparency International Secretariat, Alt-Moabit 96 10559 Berlin, Germany; any notices that you provide without compliance with this section on Notices shall have no legal effect.

**Entire Agreement:** You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding ACRN and supercedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

**Amendments to this Agreement:** We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at <http://corruptionresearchnetwork.com> or by notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time per Section 6 hereof.

**No informal waivers, agreements or representations:** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by TI-S or any TI-S Affiliate shall be deemed legally binding on TI-S or any TI-S Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of TI-S.

**No Injunctive Relief:** In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of ACRN, or exploitation of any content or other material used or displayed through ACRN.

## 10. User DOs & DON'Ts

As a condition to access ACRN, you agree to this User Agreement and to strictly observe the following DOs and DON'Ts:

### DO

- comply with all applicable laws, including, but not limited to, tax laws, export control laws and regulatory requirements;
- provide accurate information to us and update it as necessary;
- review the Privacy Policy;
- review and comply with notices sent by TI-S concerning ACRN;

### DON'T

- duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, otherwise transfer or commercially exploit ACRN (excluding content posted by you) except as permitted in the Agreement;
- include information in your profile which reveals your identity such as an email address, phone number or address or is confidential in nature;
- imply or state, directly or indirectly, that you are affiliated with or endorsed by ACRN unless you have entered in to a written agreement with TI-S;

- adapt, modify or create derivative works based on ACRN, or other Users' content, in whole or part;
- rent, lease, loan, trade, sell access to ACRN or any information therein, or the equivalent, in whole or part;
- use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages contained in the site;
- use automated methods to add contacts, send messages or other permitted activities;
- access, via automated or manual means or processes, ACRN for purposes of monitoring its availability, performance or functionality or for any competitive purpose;
- engage in "framing," "mirroring," or otherwise simulating the appearance or function of ACRN;
- attempt to or actually access ACRN by any means other than through the interface provided by ACRN;
- attempt to or actually override any security component included in or underlying ACRN;
- engage in any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses;
- remove any copyright, trademark or other proprietary rights notices contained in or on ACRN;
- use any information obtained from ACRN to harass, abuse or harm another person;
- collect, use or transfer any information, including but not limited to, personally identifiable information obtained from ACRN except as expressly permitted in the Agreement or the owner of such information may expressly permit;
- use or attempt to use another's account without authorization from ACRN, or create a false identity on ACRN;
- infringe or use ACRN's brand, logos and/or trademarks, including, without limitation, using the word ACRN in any business name, email, or URL or including ACRN's trademarks and logos on any website without authorization;
- upload, post, email, transmit or otherwise make available or initiate any content that:
  - falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
  - is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;

- includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
- includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to sending messages to distribution lists, newsgroup aliases, or group aliases.
- forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through ACRN; and/or
- adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field).