Terms of use and data protection agreement United-Earth2030

Date: 22-05-2030

General

The terms of use and the data protection agreement have been completely revised. We would ask you to read these terms and conditions carefully and completely. If you do not agree, you must leave the website and are not allowed to use any means (information, services, data, images, etc.) from United-Earth2030 in any way.

Initial situation:

We are an Austrian school with around 800 students and teachers.

As part of the certification according to the Austrian eco-label, we (approx. 200 students and teachers) dealt very in-depth with the topic of environmental and climate protection in the school. We realized that climate change is happening much faster than we all thought.

Many of us felt helpless and powerless as a result. But we also noticed that there are countless clubs, organizations and individuals who feel similarly to us. This has led to the desire to do something about the impotence.

We asked ourselves the question:

"Why don't we show the world how many we are?"

With this we could turn the despair of a great many people into courage and confidence.

That is why we have created this website, on which anyone who speaks out in favor of environmental and climate protection can register.

Project goal: To give people courage, confidence and the strength to start their own climate protection activities.

The project relates to the following requirement in the Austrian eco-label.

Requirement: Cooperation with regional, national and international partners on the subject of sustainable development. Invitation to make the commitment to environmental and climate protection visible.

Many regional, national and international partnerships exist within the framework of the training of students at the HTL-Vöcklabruck.

Partnerships:

Partnerships with other schools (regional, national, international - HTL4Europe), partnerships with companies (Association of Friends of HTL Vöcklabruck, HTL4Europe), partnerships with non-profit institutions (e.g. fire brigade, Red Cross), partnerships with forest companies (participation in reforestation campaigns of Austrian federal forests), partnerships with scientific institutions (technical colleges, universities), partnerships with parents 'representatives (parents' association), partnerships with student representatives, cooperation with religious representatives (Protestant, Muslim, Roman

Catholic), partnerships with sports clubs (participation in various sports competitions), partnerships with Environmental protection organizations (climate alliance partners, organizations for awarding an Ecolabel) and other partnerships not listed here.

Of course there is also the possibility for all other persons and organizations to register on the website. We would be very happy if you support this project by registering. Please read the United-Earth2030 User Agreement in this document.

United-Earth2030 is a sub-project to obtain the Austrian eco-label. United-Earth2030 is a project by students from the HTL-Vöcklabruck. The website and the content of the website were created by students with the assistance of teachers.

We provide information as neutrally as possible about environmental and climate protection. All relevant information has been researched conscientiously and carefully. All images from external sources have been checked for copyright infringement and source information has been provided. All texts that refer to external sources or have been quoted are provided with source information. The meaning of self-created images on climate change was also stored with the appropriate information / source information. These images should contribute to a better understanding of the content of the sources mentioned. The United-Earth2030 logo was designed and made by students at HTL-Vöcklabruck. The United-Earth2030 logo is intended to symbolize what United-Earth2030 stands for ("What do we stand for?").

If you discover information that is not appropriate, we ask you to inform us immediately so that we can change it. We will comply with this request as soon as possible. Please send related inquiries to the following email address.

united-earth2030@htlvb.at

Or write to us at:

United-Earth2030, HTL-Vöcklabruck, Bahnhofstrasse 42, 4840 Vöcklabruck, Austria

By using the website (United-Earth2030) and all associated means (for example: information, data, images, services) you agree to the data protection agreements and the terms of use of United-Earth2030. You consent to the collection and use of all data you have provided. If you do not agree to this data protection agreement and the terms of use, you must leave this website. **Then you may not read, copy or share any information, services, images or data of any kind from United-Earth2030 with other persons.**

In the following, all natural and legal persons as well as organizations of any kind (for example: individual persons, associations, clubs, companies, businesses, institutions, NGOs , charities) who visit the United-Earth2030 website and register there are referred to as users.

Our data protection agreement and terms of use therefore apply worldwide to every person who uses our website and associated social media pages.

It may be necessary to update these guidelines. If provisions on our website change significantly, we will publish these changes in a verifiable manner. This also applies to significant changes in the handling of your data. If you continue to use our site after the changes have been published, you automatically agree to the new terms of use.

If you have any questions about our data protection agreement, our terms of use, your data or the registration procedure on our website, you can contact us here . We will comply with this request as

soon as possible. **The provisions of our data protection agreement and the terms of use can be found in this document.**

The current version of the data protection regulation applies.

The rights and laws of the respective country apply to the user of the website.

HTL Vöcklabruck assumes no liability for damage or consequential damage caused by visiting the website.

If you do not agree, you must leave our website and the associated social media pages immediately! If you are younger than 16 (EU and elsewhere) or 13 (US) then you must ask your legal guardian for permission.

United-Earth2030 does not make any recommendations for health or illegal purposes: Implementation or sharing of ideas is entirely the responsibility of each user of the website. You can find more information on this in this user agreement and data protection declaration.

Data protection agreement

In our data protection agreement we would like to show what we do with the data we collect. We also want to show what we do to keep your information safe and secure. We would like to ask you to read through these provisions.

Personal data that we collect when you become active:

- Name of the person or organization, email address, web address of your organization, country, preferred language,
- We don´t use cookies

If you are younger than 13 years (US) or 18 years (EU and elsewhere) you must ask your parent / guardian for consent. You may not enter any personal data on this website without their consent. If it turns out that we have collected the personal data without the necessary consent, we will delete this information within a reasonable time.

Visualization of login data:
When you register as an organization on the United-Earth2030 website, the name of the organization and the country you have entered will be displayed. If you do not agree, you are not allowed to register on the United-Earth2030 website.

If you register as a single person, the first name, the first letter of the last name and the country assigned to your IP address will be displayed on the United-Earth2030 website. If you do not agree, you are not allowed to register on the United-Earth2030 website.

We use the personal information we receive from you to meet the United-Earth2030 project goal. If you do not agree, you are not allowed to register on our site.

this concerns:

- The visualization of all registered persons after registration (first name, first letter of last name, the country you specified, date and time of registration).
- Visualization of all registered persons broken down by country
- Visualization of all registered organizations (name of the organization, country)

We can also use your personal information to communicate with decision makers and the media:

- to improve the user experience on our website and related social media pages
- to achieve our project goal

When you register on our website, we use your personal information for the following activities:

- Sending an email to confirm your identity and thank you for signing
- Answering inquiries
- Improvement and administration of our website

When you log in, we will create a virtual user account for you. There you can update your personal contact details and settings. You can change your settings on your profile page .

Dissemination of information

United-Earth2030 does not rent or sell your personal information.

We only pass this data on to trustworthy third parties if the current legal basis requires it.

Protect your data

We use practices such as firewalls and encryption to protect your personal data. We only work with service providers who have committed themselves to the legal conditions and data protection laws.

If you ask us to delete your data, to send messages or updates, we will comply with your request as soon as possible.

Update and correction of your data

You can view, update and delete your personal data on www.united-earth2030.htlvb.at (profile page) . You can contact us if you have any other questions about your data. Users from Switzerland, the European Union, the European Economic Area also have the right:

- Restrict or delete the data: You can ask us to restrict the use of your data. You can ask us to delete your personal information from our records. Unless there is a compelling reason for us to keep this data.
- Objection: You can object to the processing of your personal data for legitimate reasons.
- Data access or data transfer: You can ask us whether we process your personal information and data. You can request a copy of this information and data.
- Complaint: You can complain to the European data protection authority. You can complain to the data protection authority in your country.

Warning: We rely on your consent to use your personal data. However, all users worldwide have the right to withdraw this consent at any time.

Impossibility of updating and correcting your data

We may not be able to respond to a request under the following circumstances:

- The United-Earth2030 website has been deleted or is not available.
- The rights are subject to an exception. For example: the data is processed for journalistic or scientific purposes.
- The use of personal data is related to the prevention or investigation of criminal offenses.
- The data are specially protected by law.
- Circumstances that could not be foreseen from the current perspective (for example: political unrest, war, environmental disasters, changes in the form of government, famines, very high unemployment).
- Circumstances that do not allow the request to be processed in a reasonable time.

Disclosure of data

If there is a compelling reason, we need to disclose the data of a third party.

This is true if it is in line with our project goal and the public interest.

- The rights are subject to an exception: e.g. the data is processed for journalistic or scientific purposes.
- The use of personal data is related to the prevention and detection of criminal offenses.
- The disclosure of the data serves to protect members of United-Earth2030 and others.

In these cases we can pass on data to the following organizations:

Social media platforms, media organizations, decision-makers, and all other organizations that enable the prevention or detection of criminal data.

Links to third party websites

There are links to other websites on our website or on the associated social media pages. This privacy policy only applies to the United-Earth2030 website and associated social media pages. We have no

control over external websites. We are therefore not responsible for their content or data protection practices.

Online presence in social media

United-Earth2030 and / or HTL-Vöcklabruck provides information on social networks and platforms (e.g. Facebook and Instagram) about projects that are being implemented in the context of obtaining the Austrian eco-label. This is done in order to meet a requirement to obtain the Austrian eco-label.

Demand for obtaining the Austrian eco-label: *Cooperation with regional, national and international partners on the subject of sustainable development. Invitation to make the commitment to environmental and climate protection visible.*

Instagram, Facebook and other social networks

The United-Earth2030 website does not contain any functions or links to network providers such as Instagram, Facebook, Twitter or Tictoc .

Receive further information

You have any questions about this data protection guideline, your personal data or data protection on this website, you can contact us by using our address. We can only share or update personal information and data with you that is linked to your email address. The email address of your request must match the email address of your contact details. We may need to verify your identity beforehand. If the circumstances permit, we will respond to your request in a timely manner.

For information on data protection, you can contact the following address:

United-Earth2030, HTL-Vöcklabruck , Bahnhofstrasse 42, 4840 Vöcklabruck, Austria

Terms of Use

Member account

This concerns the area of the United-Earth2030 website, where all users can update their personal data.

For access, we have to ask you to enter specific registration data (for example: your name, the name of your organization, your e-mail address, password).

The information you enter must be correct, up-to-date and complete. You must treat your password and username confidentially and choose a password that is as secure as possible.

To protect United-Earth2030 (the entire United-Earth2030 movement), the websites of United-Earth2030 and HTL-Vöcklabruck, all employees, relatives and other users, we are entitled to deactivate codes for user identification and passwords at any time and for any reason. This also applies if we believe that the registration of a person or organization jeopardizes the achievement of the goal of United-Earth2030. It does not matter whether the password was chosen by you or provided by us. This also applies if we are of the opinion that you have not complied with a provision of the United-Earth2030 user agreement. **If we are of the good faith that your registration (visualization of your login data) harms the reputation of United-Earth2030 and the goal of United-Earth2030, we may delete your member account (at any time, even without prior notice or further information to you or third parties).**

Prohibited Uses

You may only use the website in accordance with the applicable laws and in accordance with these terms of use.

You agree not to use the website in the following ways:

- In any way that violates globally recognized human rights.
- If there is a disagreement with one or more of the following: disagreement with United-Earth2030's goal, disagreement with United-Earth's “What do we stand for” values, disagreement with any other United-Earth2030 terms of use or privacy policy .
- For the transmission or posting of any promotional or advertising material. (including unsolicited "junk messages", "chain letters", "spam" and the like).
- To pretend to be an employee or head of United-Earth2030, an employee or student of the HTL-Vöcklabruck. Unless that's true.
- To impersonate another person or entity (including, but not limited to, use of an email address or username).
- You may not log in to use the website for any other purpose on behalf of any group or corporation.
- For “collecting” or recording e-mail addresses or other contact details (regardless of the means, regardless of the purpose).
- For any actions that limit or prevent the goal of United-Earth2030, the use of the website, or the enjoyment of the website. This also applies to all actions which, at our discretion, damage the website users or make them liable.
- For any commercial Purpose .

You agree to

- not to use the website in a way that may disable, overload, damage or impair it.
- use the website to block or delay login processes or actions by users.

- not to use the website to generate a high number of non-real logins (users) using programs or malicious software.
- No means of copying material for other unauthorized purposes without the prior written consent of United-Earth2030.

- not to use any devices, software or programs that interfere with the proper functioning of the website.
- To make no attempts to access parts of the United-Earth2030 website, the HTL-Vöcklabruck website or the servers on which the websites are stored, or on any other servers (e.g. mail server), computers or databases connected to the website are connected to access, hinder, destroy or block.
- not to attack the website with a denial of service or denial of service attack.

Posts by users

Any content and / or opinions, all images and articles, contributions that are uploaded, submitted or published by users on any website / social media page / platform / magazine or are expressed on this and all user contributions, all articles, all responses Questions, as well as all other content, are - in contrast to content posted by United-Earth2030 itself - the sole responsibility of the natural or legal person and any organization that submitted them, and do not necessarily reflect the opinion of United-Earth2030.

Enforcement of the terms of use

The aim of this website is to give people courage and confidence on behalf of the United Earth2022 community so that they can start their own climate protection measures. In order to ensure that this website is only used for the intended purpose and that no use jeopardizes the achievement of the goals of United-Earth2030, United-Earth2030 reserves the right:

- Take reasonable legal action for any illegal and unauthorized use of the website, including, but not limited to, referring the case to law enforcement agencies. This takes place if we are of the opinion that such a measure is the appropriate means to counter improper use.
- To block your access to the entire website, or parts of it, for violating these terms of use.

You waive all claims and hold United-Earth2030 harmless from all claims arising from actions that United-Earth2030 has taken during or as a result of an investigation. The same applies to actions that are carried out as a result of the investigation - by United-Earth2030 itself or by law enforcement authorities.

Links to other digital pages of third parties (websites, social networks, platforms, media)

This website contains hyperlinks to other digital sites. These links to other digital sites have been added for the convenience of the users. We have no control over the content of these digital pages and are therefore not responsible for any loss or damage that may arise when visiting the digital pages. At the time of linking, no legal violation was recognizable. If you visit these digital pages, you do so in full responsibility and in compliance with the terms of use and data protection guidelines applicable there.

Links to the website of the HTL-Vöcklabruck

In order to show our commitment to environmental and climate protection, the website was linked to the web address of HTL-Vöcklabruck. At the time the link was created, no legal violation or error was recognizable on the link. United-Earth2030 or HTL-Vöcklabruck cannot accept any liability for damage or manipulation of this link by third parties. If you visit the website of HTL-Vöcklabruck via this link, you do so at your own risk and in compliance with the terms of use and data protection guidelines applicable there.

The name "United-Earth2030"

We want to make sure that the name "United-Earth2030" is not misused for other purposes. We would also like to state that we have no connection to other similarly named organizations, institutions or associations. There were no relationships or contacts with these organizations in the past either. We will not enter into any connections with these organizations in the future either.

Members of these organizations or the entire organization can only register for United-Earth2030 under the following circumstances:

- Consistency with the goal of United-Earth2030.
- Compliance with the terms of use and data protection agreement of United-Earth2030.
- Consistency with the content of the text of United-Earth2030 "What do we stand for?"

Registration of organizations

Organizations: NGOs, schools, universities, educational institutions, research institutions, non-profit organizations, environmental protection organizations, companies and businesses, student councils, parents' associations, organizations for environmental and climate protection, organizations and institutions in general.

We invite all organizations to participate in achieving the goal of United-Earth2030.

We reserve the right to delete people or organizations from the registration register that have already registered and that could damage the achievement of the goal or the credibility of United-Earth2030. We can do this without prior or subsequent notice.

We also believe that the registration of political associations or institutions and government-related organizations could jeopardize the achievement of the goal of United-Earth2030. We would therefore like to ask this organization to refrain from registering on our website.

(Project goal United-Earth2030: To give people courage, confidence and the strength to start their own climate protection activities.)

Protection of the name of United-Earth2030

We want you to use the information and resources available on the website to improve our world. However, we must ensure that the United-Earth2030 name and any related names are not misused. **You may only use them for the purposes of United-Earth2030 and in accordance with these terms of use and data protection agreement.** Prior written approval from United-Earth2030 is not required.

Safety and protection of members or relatives of United-Earth2030 of the HTLVB or their relatives. Security and protection of the entire United-Earth2030 community
If we are of the opinion that the deletion of the website (United-Earth2030) and all associated data serves to protect the life and health of the entire United-Earth2030 community, we can do so. Anytime and without notice.
The shutdown (deletion) of the United-Earth2030 website and the deletion of all associated data (for example: names, addresses, all data and information that you have given us, all your inquiries - answered or not answered, all data and information transmitted to us of any kind) can be done at your own discretion and without prior notice.

The deactivation or deletion of the website and the user data can also take place for other unforeseeable reasons that do not violate applicable laws or regulations of Austrian law.

Further instructions

Duration of the existence of the United-Earth2030 website.

The website (United-Earth2030) and all user data can be switched off or deleted at their own discretion and without prior notice. The HTLVB or United-Earth2030 cannot be held liable if the website, parts of it or user data are no longer available. This could be due to the following reasons.

- Achieving the goal of United-Earth2030

  The aim of the United-Earth2030 project: To give people courage, confidence and strength so that they can start their own climate protection activities.

  The decision regarding the fulfillment of the project objective is at the discretion of the United-Earth2030 project team. If the project goal is met, the United-Earth2030 website can be switched off or deleted at any time without prior notice.

- For the safety and protection of members or dependents of United-Earth2030 and the HTLVB.

  The United-Earth2030 website can be switched off (deleted) at its own discretion and without prior notice.

- Shutting down or deleting the website and user data for other unforeseeable reasons that do not violate applicable laws or regulations of Austrian law.

Disclaimer of liability
You are aware that we cannot guarantee or guarantee that files downloaded from the WWW are not free from viruses or other destructive codes. You are fully responsible for defining and implementing appropriate measures. This applies, for example, to virus protection, firewalls, the security of access data and log-in data, the security of the passwords used, the storage location of personal passwords, lost access data.

We are not responsible for any loss or damage caused by downtimes, viruses, Trojans or other harmful material. This applies to your entire computer system, all your computer programs, your data and files or other material when you use the United-Earth2030 or HTLVB websites. This also applies to all other services or elements that you have obtained from the aforementioned websites or the associated social media pages. This also applies to any other material, file or data set that has been posted, clicked on by you or downloaded in any form, consciously or unconsciously, on our website or a website linked to it.

The use of the content, services and all other elements on the websites and the associated social media pages of United-Earth2030 and the HTLVB, which you have obtained via our website, is the sole and complete responsibility of the user. The web pages, any content, services or elements are provided "as is" and "as available". We do not give any warranty or guarantee, either directly or indirectly. Neither United-Earth2030, the HTLVB nor natural and legal persons associated with United-Earth2030 as well as organizations of any kind give any declarations or guarantees with regard to the completeness, security, reliability, quality, accuracy or availability of the content on the websites or social media Pages.

Without limiting the foregoing, neither United-Earth2030, the HTLVB or natural or legal persons or organizations of any kind in connection with this website declare or guarantee the following:

We cannot guarantee that the United-Earth2030 and HTLVB websites, their contents, files, information, services or elements, the services of third parties, are accurate, reliable, error-free or undisturbed. We cannot guarantee that malfunctions will be corrected, that our site or the server on which it is provided are free from viruses or harmful components. We cannot guarantee that the website, any text, files, services or elements that you obtain via our website will meet your expectations.

United-Earth2030 and the HTLVB reject direct and indirect guarantees or warranties of any kind (for example: guarantees regarding the fulfillment of the goal of United-Earth2030, infringement of rights, the suitability of the websites for a particular purpose, guarantees regarding the success of the websites , Guarantees regarding the completeness and correctness of the researched data, guarantees regarding the correctness of the translations). This applies to all other guarantees not listed, including, but not limited to, guarantees of non-infringement of rights and guarantees of fitness for a particular purpose.

The foregoing does not apply to guarantees that cannot be excluded or limited under applicable law.

Limitation of Liability

All content presented on the HTLVB website and the United-Earth2030 website have been carefully researched and created with care. **All users of the websites and the associated social media pages of United-Earth2030 and the HTLVB are fully responsible for all activities and actions that result from visiting the websites.** This applies to all foreseeable and unpredictable circumstances. And this also applies to all effects that arise directly or indirectly due to the actions and activities of the users.
Under no circumstances and under no legal position are United-Earth2030, HTL-Vöcklabruck, employees, relatives, partners, licensors, service providers, representatives, executives, directors liable for damage of any kind arising from the use or inability to use the websites or their contents arise, or from the use or impossibility of using linked websites. This also applies to any kind of expenses in the event of loss, damage and consequential damage that could result from the correct or improper use of the website. This also applies indefinitely without restriction of a duration or a limitation period.
This applies to all content, services and information on the websites of United-Earth2030, the HTLVB, all associated social media pages or other linked websites. This also applies to services or elements that can be obtained through the websites mentioned or other websites. This also includes all direct, indirect, special and accidental damage as well as consequential damage (for example: property damage, personal injury, pain and suffering, emotional stress, loss of income or profit, loss of lost business or expected savings, loss of an employment relationship or an employment, loss an apartment, loss of property or property, loss of income of any kind, payment of penalties or fines, loss of goodwill, loss of data, loss of image, any physical or mental impairment, costs for rehabilitation and treatment of illnesses, any kind of expenses and follow-up costs). This applies both to the user and to all other persons and entities that are directly or indirectly connected with the user. This also applies regardless of whether these were caused by illegal actions (e.g. negligence) by the website operator of United-Earth2030 or the HTLVB, or by breach of contract or otherwise.

The above does not apply to liability that cannot be excluded or limited under applicable law.

Compensation

In the following, all persons or corporations are referred to as users who visit, register or donate the website of United-Earth2030 or the website of the HTLVB.

If a problem arises as a result of your use of the United-Earth2030 or HTLVB websites, we are not responsible or liable for it. You are fully responsible for your activities and actions. You are responsible for informing yourself in advance about all possible consequences of your activities and actions. **You agree not to take any actions or activities that restrict or in any way impair the personal rights, privacy and freedom of employees or relatives of United-Earth2030 or the HTLVB and their relatives. This also applies to the data protection of members, partners, relatives and all other persons and corporations that have a close relationship with United-Earth2030 or the HTL Vöcklabruck.**

By agreeing to these provisions, you declare that you are responsible for the consequences of your use of this website. You agree to protect, indemnify and hold harmless all members and relatives of United-Earth2030, the HTLVB and their relatives, all employees and employees of the HTL-Vöcklabruck, their managers, contractual partners, representatives and suppliers. This applies to all claims such as liability, damages, judgments, arbitral awards, losses or costs, expenses or fees (including legal fees), loss of employment, loss of a home, loss of material goods or property, loss of any income or sources of income, loss of reputation , Loss of image, loss of privacy, costs and follow-up costs for psychological treatment, emotional stress , pain and suffering , impairments or illnesses as well as any kind of expenses for consequential damage that could result from the violation of these terms of use or the improper use of the website. This applies indefinitely without restriction of a duration or a limitation period. Including, but not limited to, any use of the content, services and products of the websites and social media pages of United-Earth2030 and HTL-Vöcklabruck. This also applies to other types of use than the permitted manner described in these terms of use. In addition, this also applies to any use of information obtained through the websites or the associated social media pages.

jurisdiction

All legal proceedings, lawsuits or processes that arise from or in connection with the present terms of use or the use of the United-Earth2030 or HTL-Vöcklabruck websites will only be brought before Austrian courts. You agree to waive any objection to the exercise of the jurisdiction of these courts against you. In addition, you agree to waive any objection to the place of negotiation.

Waiver

A failure on the part of HTLVB or United-Earth2030 to enforce a right or a provision within the scope of these Terms of Use does not constitute a general waiver of this right or a general waiver of this provision.

A waiver of the enforcement of rights, which refer to the present terms of use of United-Earth2030 or the HTLVB, does not count as a further or continued general waiver of provisions or conditions.

Severability clause

If any provision of these Terms of Use is deemed invalid, unlawful or unenforceable for any reason by any competent court , then that provision will be deleted or kept to a minimum. All other provisions of the Terms of Use are not affected and remain in full force.

By using this site you agree to the following conditions:

Binding entire and sole agreement
By using this site you agree to the following conditions:

- You are bound by our terms of use and our data protection guidelines.
- The United-Earth2030 and HTLVB Terms of Use are the sole and entire agreement between you and United-Earth2030 and HTLVB.
- The terms of use and data protection agreement of United-Earth2030 and the HTLVB replace all previous written and oral agreements (such as agreements, representations, warranties, all texts and content in previous terms of use or data protection agreements of United-Earth2030 and the HTLVB).

Priority of the original text
The data protection guidelines and the terms of use have been translated from the original German text. In the event of disagreements arising in connection with these contractual conditions, the original German versions have priority.

Requests
You can send feedback, comments, inquiries and other communications to United-Earth2030 at the following address by clicking this link: united-earth2030@htlvb.at

You can also write to us:

United-Earth2030, Bahnhofstrasse 42, 4840 Vöcklabruck - Austria

We would like to thank you very much for visiting the United-Earth2030 website!

The United-Earth team