

# Terms of use

## I. Scope/General

1. The following General Terms and Conditions (hereinafter referred to as 'terms of use') govern the contractual relationship between Compounder GmbH, c/o Bürogemeinschaft, Vondelstraße 35, 50677 Cologne, Germany (hereinafter referred to as 'provider') and the registered users (hereinafter referred to as 'users') who wish to use the services provided under the domain <https://www.compounder.eu/> (hereinafter referred to as 'Compounder') as well as the other services offered by the provider within the scope of Compounder.

2. 'Consumers' within the meaning of these terms of use are natural persons without any commercial or self-employed activity being attributable to them.

3. 'User' means both applicants and staff of higher education institutions who use Compounder.

4. Contractual language is German.

5. Deviating terms and conditions of the user shall only apply if and to the extent that they are recognised in writing by the provider.

## II. Subject of the contract

1. With Compounder, the provider provides the user with an information, service and communication platform in the area of recruiting, admission and applicant management for the purpose of placing applicants at universities.

2. The use of Compounder as a student applicant is only possible after free registration and opening of a user account ('applicant account'). There is no entitlement to the conclusion of a free user contract. The provider is entitled to reject user applications without giving reasons.

3. Use as an employee of a higher education institution requires a paid contract between the provider and the respective higher education institution as well as the registration and opening of a user account ('employee account'). With the transmission of the access data to the university by the provider, the university employee receives the technical possibility and authorisation to access Compounder via the Internet and to use all functionalities within the scope of the contract concluded with the university and these terms of use. The concrete scope of services results from the contract concluded with the university.

### III. Registration and user accounts

1. The use of Compounder requires the registration and opening of a user account ('accounts'). To register and open an account, the user must enter their first and last name and a valid email address in the registration form and create a password.

#### 1.1. *Registration/contract conclusion as a student applicant (applicant account)*

The following applies to the free registration on Compounder as a study applicant: By sending the registration form and accepting these terms of use, the user makes an offer to conclude a free contract of use. If the provider accepts the registration, the user will receive a confirmation email with a personalised activation link. Upon confirmation of the activation link, a contract for the free use of Compounder is concluded between the provider and the user. Upon successful registration, an applicant account is created for the user, which they can access using their email address and password. The password can be changed at any time via the password-protected user area. Free user contracts are concluded for an indefinite period.

#### 1.2. *Registration as an employee of a higher education institution*

Higher education institution employees can only use the account ('employee account') after a contract has been concluded between the provider and the higher education institution. The duration of the employee account depends on the contract concluded with the higher education institution. If the contract with the higher education institution ends or the higher education institution withdraws the employee's access authorisation to Compounder (e.g. if the employment relationship is terminated), the provider is entitled to block access to Compounder and delete the employee account at any time.

2. Each user may only register once. One account must be created per user. An account is not transferable. This also applies in particular to employee accounts of higher education institutions. The provider reserves the right to check compliance with this restriction on use by technical means.

3. Registration is only permitted in the user's own name. Users must either have reached the age of 16 at the time of registration and conclusion of the contract or their legal representatives must have consented to the registration.

#### IV. Booking further applications, prices and terms of payment

1. Compounder provides applicants who do not possess a secondary school-leaving certificate of a member state of the European Union at the time of registration, except for the so-called 'IB Diploma', (hereinafter referred to as 'international users') with a quota of free applications for application to universities. The amount of the quota is shown to international users when they register. Any further application to a university beyond the quota requires the booking of an additional application for a fee (hereinafter 'additional application').

2. International users from Afghanistan, Iran and Pakistan are additionally charged a one-time fee for unlocking the application process.

2. The conclusion of an additional application subject to a fee is carried out as follows:

- (a) The product descriptions contained [here](#) and [here](#) do not constitute binding offer, but serves for the submission of a binding offer by the international user.
- (b) The international user first selects the desired number of additional applications and their preferred payment method. The international user enters the data required for the respective payment method. Before submitting the booking, the international user can check all previously entered data again and, if necessary, correct it by entering different data or delete the data entered in the respective input field.
- (c) A booking is only possible if the international user has agreed to the validity of these terms of use. By submitting the booking, the international user submits an offer to book the selected number of additional applications subject to a charge.
- (d) The provider accepts the booking by sending a confirmation email to the international user or by requesting payment, whereby the selected number of additional applications is booked on the basis of these terms of use. If the provider does not accept the international user's offer within five (5) working days, this shall be deemed a rejection of the offer with the consequence that the international user is no longer bound by his declaration of intent.

3. There is no entitlement to book an additional application. The provider reserves the right to refuse the booking of an additional application without giving reasons.

4. The provider shall send the international user the contractual text of these terms of use in text form (e.g. by email).

5. The international user pays the fee specified when booking the additional application to the provider. The fee is due for payment in advance when the additional application is booked.

6. All prices are total prices including VAT.

7. One (1) additional application can be used to apply to one (1) university available on Compounder. Additional applications can be redeemed at any time during the term of the user contract. Additional applications expire upon termination of the user contract.

#### **V. Exclusion of the right of cancellation for international users**

A right of cancellation with regard to additional applications is excluded for international users who do not belong to a member state of the European Union at the time the contract is concluded and whose sole place of residence is outside the European Union at the time the contract is concluded.

#### **VI. Rights and obligations of the provider**

1. The provider shall provide, maintain and service the necessary technical server landscapes for the provision of the services. In this respect, the provider is entitled to use third party companies as subcontractors.

2. The provider shall back up its system and the deposited data in accordance with the current state of the art. There is no contractual obligation to archive data backup media. The user has no claim to the return of the data backup medium.

3. The provider is entitled to modify and optimise to an extent that does not significantly impair or jeopardise the purpose of this contract. With regard to services offered free of charge, the provider is entitled to discontinue these at any time after a reasonable period of notice.

4. If the user violates the terms of use or legal regulations, the provider can

- (a) modify or delete content;
- (b) terminate the contract of use without notice;
- (c) limit the duration of the account or block it permanently;
- (d) prohibit the user from registering again under another name after the deletion of his account.

In the case of free-of-charge user contracts, the provider may impose these sanctions without prior notice and without consulting the user, even against the user's express will.

5. The provider may permanently exclude a user from using the platform and the services (permanent exclusion) if the user has in particular

- (a) provided false data or failed to update the data as required;
- (b) transferred their account without authorisation; or

- (c) significantly harmed other users or the provider, in particular abusing Compounder.

6. A permanent ban is also possible if there is another important reason.

7. After a user has been blocked, there is no entitlement to the restoration of the blocked account in the case of free user contracts. As soon as a user has been blocked, this user may not register with another account.

8. In the event of a justified suspicion that access data has become known to unauthorised third parties, the provider is entitled but not obliged, for security reasons, to change the access data independently without prior notice or to block the use of the account. The provider shall inform the user of this without delay and shall provide new access data upon request within a reasonable period of time. The user has no right to demand that the original access data be restored.

## VII. Rights and obligations of the user

1. The user guarantees that the information provided by them is correct, complete and up-to-date. They shall inform the provider without delay of any changes to the data necessary for the performance of the contract. Furthermore, they will use the IT infrastructure only to the extent agreed in the contract and fulfil all obligations necessary for the performance of this contract in a timely, complete and professionally proper manner.

2. The user shall protect the usage and access authorisations assigned to them or to the authorised users as well as identification and authentication safeguards from access by third parties and shall not pass them on to unauthorised users. As soon as the user becomes aware that the access authorisation has been illegally obtained by a third party, they are obliged to inform the provider immediately. The provider is entitled to block access data if there is any suspicion of unauthorised use or misuse of the data. The user must also log off after each session.

3. The user shall refrain from unauthorised retrieval of information or data by themselves or by unauthorised third parties or from interfering or allowing interference with programmes operated by the provider or from unauthorised intrusion into data networks of the provider. In particular, users are not authorised to give their own access to Compounder to other persons (including work colleagues and fellow students).

4. The user is obliged to:

- (a) not create any insulting, violence-glorifying, discriminating, inhuman or defamatory content;
- (b) not create any pornographic or racist content;
- (c) not create content that violates youth protection laws or criminal laws;

- (d) not take any action that could block, overburden or impair the proper working or appearance of Compounder (e.g. denial of service attacks or the uploading of viruses or other malicious code);
- (e) not create untrue or inappropriate content;
- (f) not engage in unauthorised commercial communications (for example spam) on Compounder;
- (g) not use automated mechanisms (such as bots, robots, spiders or scrapers) to collect content or information from other users or otherwise access Compounder unless the express prior permission of the provider has been obtained;
- (h) not collect login information or access an account owned by another user and not to collect, use or process data of other users without being authorised to do so;
- (i) not use any legally protected content without being authorised to do so;
- (j) neither advertise a business for commercial purposes;
- (k) nor link to such content.

#### **VIII. Granting of rights of use**

1. Authorised users shall be granted the non-exclusive right, limited in time to the term of this agreement, to access the platform by means of telecommunications and to use the functionalities associated with the platform by means of a browser in accordance with the respective user agreement concluded. The user shall not receive any further rights, in particular to software applications, source codes or the operating software.

2. The user grants the provider the simple rights of use to the user content created for the duration of the term of the user contract which are necessary for the performance of the contractual services. The user guarantees that the user content created by the user does not infringe any third-party rights, in particular trademark rights, competition rights, copyrights, property rights or personal rights.

#### **IX. Sharing of user content**

The transfer of uploaded user content to third parties (e.g. application documents to higher education institutions) always requires the consent of the user. The provider will obtain this consent before transferring content to third parties.

#### **X. Termination of the contract/deletion of the account**

1. Free-of-charge user contracts may be terminated by either party at any time. The user may give notice of termination via the user's applicant account on the platform by deleting their applicant account. Alternatively, the notice of termination can be made via email to support@compounder.eu or by other notification in text form. The right of the provider to block a user account in accordance with Sections 6.4. and 6.5. remains unaffected by this.

2. Paid contracts with higher education institutions are subject to the respective notice periods agreed separately between the parties. Employee accounts can, however, be deleted by the employee at any time regardless of the existence of the contract.

3. After termination of the contract, the provider is entitled to delete all content and accounts published by the user on Compounder.

4. If applicant accounts are inactive for a period of 365 days, they will be permanently deleted by the provider together with their contents. The provider will notify the user of the deletion of the account by email with a notice period of two (2) weeks. If the user wishes to continue the applicant account, they can object to the deletion of the account via a link provided in the deletion notice. In this case, the applicant account remains active for a further 365 days.

5. The right to terminate for good cause remains unaffected.

## **XI. Availability**

The provider guarantees 98% availability of Compounder on an annual basis. This does not take into account downtimes that are not based on a breach of duty by the provider, such as attacks on the provider's systems by third parties, hardware failures through no fault of the provider or cases of force majeure, as well as related maintenance work that cannot be planned. Due to maintenance work, further development or disruptions, the possibilities of use may be restricted or temporarily interrupted. This may also result in data loss under certain circumstances.

## **XII. Limitation of liability**

1. The provider's warranty does not extend to such damage and/or disruption caused by the user's culpable breach of any provision of this agreement.

2. The provider shall be liable for damages or reimbursement of futile expenses without limitation

- for intent or gross negligence;
- for injury to life, limb or health;
- in accordance with the provisions of the Product Liability Act; and
- to the extent of a guarantee assumed by the provider;
- in the case of claims due to the lack of warranted characteristics;
- in the event of fraudulent intent on the part of the supplier.

The same shall apply in the event of a debtor's default for claims to default interest, to the lump sum for default pursuant to Section 288 (5) German Civil Code (BGB) as well as to compensation for the damage caused by default, which is justified in the legal costs.

3. In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of the provider shall be limited to the amount of the damage that is foreseeable and typical according to the nature of the transaction in question. The same shall apply in the event of the provider's default or an impossibility of performance for which the provider is responsible.

4. Liability for loss of data shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risk, unless one of the conditions set out in Sections 12.2 and 12.3 applies.

5. The provider shall not be liable for the functioning of the telecommunication connection (telephone/ISDN/DSL lines, etc.) to its server in the event of power failures or failures of servers that are not within the provider's sphere of influence. Furthermore, the provider shall not be liable for damages caused by force majeure or comparable events. Comparable events are in particular strikes, official orders, pandemics, the failure of telecommunications networks or gateways of other operators as well as disruptions in the area of other telecommunications or service providers. Furthermore, the provider is not liable for content generated by the user.

6. The provider's strict liability for damages (Section 536a BGB) for defects existing at the time of conclusion of the contract is excluded. Sections 12.2. and 12.3. of these terms of use remain unaffected.

7. There is no further liability on the part of the provider.

8. The above limitation of liability also applies to the personal liability of the employees, representatives and organs of the supplier.

### **XIII. Online dispute resolution**

The provider hereby refers the user to the online dispute resolution (ODR) site of the European Commission with the following link: <https://ec.europa.eu/odr>. The provider is not responsible for the content of this site or for the possibility of carrying out the complaint procedure via this site. The provider's email address is [info@compounder.eu](mailto:info@compounder.eu).



#### **XIV. Indemnity**

The user shall indemnify the provider against all claims of third parties, in particular claims due to copyright and personal rights violations, which should be raised against the provider in connection with the user content of the respective user, upon first request. The user must inform the provider immediately of any claims by third parties that become known to him.

The provider is entitled to take suitable measures themselves to defend themselves against claims by third parties or to pursue their rights. The user must co-ordinate their own measures with the provider in advance. The indemnification also includes the reimbursement of costs incurred by the provider as a result of legal action/defence. Further claims for damages by the provider remain unaffected by this. Insofar as the provider is responsible for the infringement, claims against the user are excluded.

#### **XV. Data collection/data protection**

1. Information on data collection by the provider can be found in the data privacy statement.

2. If the user collects, processes or uses personal data themselves or through the provider, they warrant that they are entitled to do so in accordance with the applicable provisions and, in the event of a breach, indemnifies the provider against third-party claims. They shall process personal data only within the scope of what is legally permissible and only within the scope of the agreed contractual purpose.

3. In the context of the use of Compounder, the processing of special categories of personal data within the meaning of Article 9 of the GDPR (personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, as well as the processing of genetic data, biometric data uniquely identifying a natural person, health data or data concerning a natural person's sex life or sexual orientation) is in principle prohibited, unless the data subject has expressly consented to the processing.

#### **XVI. Amendment of these terms of use**

1. Amendments to these terms of use must be made in text form. There are no ancillary agreements.

2. The provider reserves the right to unilaterally amend these terms of use if this appears objectively justified. Changes are objectively justified, for example, in the event of an expansion of the functions of Compounder, a change in the legal or statutory situation (for example, if case law declares a clause to be invalid), or if the equivalence relationship existing at the time of conclusion of the contract is disturbed to a not insignificant extent by unforeseeable changes which the provider does not cause and over which it also has no influence. The prerequisite for a change is always that it is reasonable for the user. The current version of the terms of use can be downloaded from here.

3. Registered users will be notified of changes to the terms of use. They shall be deemed to have been approved if the user has not objected to the validity of the amended terms of use in writing or by email to the provider within six weeks and the provider has pointed out the legal consequences of failure to object.

#### **XVII. Reference to the VSBG (German Law on Alternative Dispute Resolution in Consumer Matters)**

The provider is not obliged or prepared to conduct proceedings before a consumer arbitration board in accordance with the VSBG. However, VSBG requires that reference is nevertheless made to a consumer arbitration board responsible for the consumer:

Online arbitrator  
Zentrum für Europäischen Verbraucherschutz e.V.  
Bahnhofplatz 3  
77694 Kehl  
Germany

Telephone: 07851 991480  
Email: [mail@online-schlichter.de](mailto:mail@online-schlichter.de)  
Internet: [www.online-schlichter.de](http://www.online-schlichter.de)

#### **XVIII. Final provisions**

1. The entire contractual relationship between the provider and the user shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods, unless the user is a consumer.

2. Cologne is deemed to be the agreed place of jurisdiction if the contractual partners are merchants, legal entities under public law or special funds under public law. However, the provider is also entitled to sue the user at their general place of jurisdiction. This shall not apply if mandatory statutory provisions within the meaning of Articles 24, 25 or 26 of the EuGVVO as amended on December 12th, 2012 conflict with this.

3. Should a provision be wholly or partially invalid or later lose its legal validity, this shall not affect the validity of the remaining provisions. If the contract contains a loophole, the same shall apply.

[As of: 26/02/2024]