

**Disclaimer:**

Please note, the English translation of this form solely serves the reader for a better understanding. Only the German text is legally binding. In the event of any conflict between the English and German text, its structure, meaning, or interpretation, the German text, its structure, meaning, or interpretation shall prevail.

**Terms of Use****Use of the LUCA office simulation for the survey as part of the PSA-Sim research project**

The following terms and conditions define the legal framework for the use of our office simulation and the services we offer (hereinafter referred to as "Terms of Use"). Therefore, please read these terms of use carefully before using our service.

The provider of the office simulation is the

University of Mannheim

Area Economic and Business Education (Prof. Dr. Andreas Rausch, Prof. Dr. Viola Deutscher, Prof. Dr. Jürgen Seifried)

Email: [rausch@uni-mannheim.de](mailto:rausch@uni-mannheim.de)

**§ 1 Definitions and scope of application**

1. The terms of use apply to the use of the office simulation LUCA.
2. The provider reserves the right to agree to additional conditions for individual services if there is a valid reason for doing so and the change is reasonable for the participant. A valid reason for a change exists if there is a need for implementation due to certain legal requirements or supreme court rulings or if there is a new or further development and/or restructuring of the technological basis with fundamental functional changes of the office simulation.
3. These terms of use do not apply in relation to non-web-based, analogue offers of the provider.
4. Deviating terms of use of the participants are not recognized unless the provider expressly agrees to their validity in writing.
5. There are no in-app purchases in the office simulation LUCA.

**§ 2 Access to LUCA service**

Prerequisites for using the office simulation as a participant in the

- LUCA Office

are an invitation link with an access code, a personal access token and, if applicable, an email address.

2. To access the office simulation, the provider will send the participants an invitation link with an access code. This information is provided by the provider to allow the participants access to the office simulation. In order to conclude the contract of use (user agreement) for the office simulation, participants must enter this access code in the office simulation and confirm their consent to the data protection notices and terms of use via opt-in.

3. Participants must register with a personal access token.

### **§ 3 Termination**

1. Participants may terminate the study at any time.

2. Participants will receive a confirmation of completion upon completion of the study.

### **§ 4 Obligations of the participants**

1. The participants are responsible for ensuring that the technical requirements to access the office simulation are created and maintained, in particular with regard to the hardware and operating system software, internet connection and the current browser software.

2. Proper usability of the office simulation requires that the time and time zone on the computers used by the participants are up-to-date and accurate and that the participants' system accepts the cookies transmitted by the provider's server and required for the respective session. Otherwise, the functions of the office simulation may not be fully usable. It is up to the participants to create the appropriate settings.

3. The participants are obliged to take the necessary precautions to secure their systems, in particular to use the usual security settings of the browser and to use protective mechanisms to ward off malware.

4. Each participating person bears full responsibility for their own activities when using LUCA and may not misuse LUCA. Participants are prohibited from posting contributions whose publication constitutes a criminal or administrative offence. In addition, participants are prohibited from using and posting content of any kind on the office simulation that infringes the rights of third parties, i. e. in particular copyright, trademark or competition rights and/or have offensive, racist, discriminatory, violence-glorifying, harassing or pornographic content. This also applies to communication within the office simulation.

5. Participants are also prohibited from taking any action that may limit or disrupt the operations of the office simulation, including but not limited to circumventing security measures, spreading viruses or other malware or automatically intercepting data.

6. User activities aimed at making LUCA more difficult to use by abusively spying out, manipulating, or deleting the stored data are prohibited and can be prosecuted under civil and criminal law.

7. The transfer of data made accessible through the system to third parties and their commercial use are prohibited.

8. The participants are obliged to use the office simulation exclusively within the framework of the study survey. Any other use of the office simulation such as other private or professional purposes are prohibited. In particular, the participants undertake to treat all other participants' data made

available to them via the office simulation as strictly confidential and not to use it for their own purposes (e.g. commercial purposes and advertising) that go beyond the specific educational measure carried out. Passing on the data without the written consent of the respective rights holder is prohibited.

9. Participants are prohibited from removing, making unrecognizable or changing any legal notices that are displayed in or in connection with the provider.

10. The participants are obliged to keep personal access data secret and not to pass them on to third parties. If the participants discover that their own access data is being used by third parties, they are obliged to report this immediately to the following email address: [luca-office@uni-mannheim.de](mailto:luca-office@uni-mannheim.de)

### **§ 5 Intellectual property rights**

1. The participants undertake to comply with the applicable provisions of copyright law. He/she only receives the right to use the content and materials provided in the office simulation, including those created by other users as part of the educational measure, within the framework of the study. These rights of use granted to the participants are not transferable to third parties. The participants may therefore under no circumstances pass on, rent or lend copies of the documents to third parties or grant third parties copying rights in any other way, whether for a fee or free of charge.

2. Any use and/or exploitation of the content and materials provided by the provider that goes beyond the direct, personal use by the participants, e.g. any duplication, distribution, provision on the Internet, sale, publication, lending and/or renting, transfer to others or commercial use requires the prior, express, written consent of the provider, author and/or authorized user.

3. The participants are not entitled to use brands, brand elements or logos used by the provider outside the intended scope without the written consent of the provider, owner and/or beneficiary.

4. The participants agree that all content they have personally created in the office simulation regardless of their copyrightability may be used by the provider within the framework of the respective study and limited to it. This content may only be published anonymously.

### **§ 6 Rights of the provider in the event of violations**

1. In the event that the participants violate the above-mentioned obligations of §§ 4 and 5, the provider is entitled to exclude the participants from using the office simulation with immediate effect and in cases in which the use of the office simulation is necessary for educational measures, to extraordinarily terminate the underlying contract with the participants.

2. The provider also reserves the right to assert claims for damages against the participants in the event of violations of the provisions of §§ 4 and 5.

### **§ 7 Liability**

1. Claims of the participants for damages are excluded. Excluded from this are claims for damages by the participant resulting from the death or personal injury or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by the provider, his legal representatives, or vicarious agents. The fulfillment of material contractual obligations is necessary to achieve the objective of the contract.

2. In the event of a breach of material contractual obligations, the provider is only liable for the contractually typical foreseeable damage if this was caused by negligence unless the user's claims for damages are based on injury to life, limb or health.

3. The restrictions of paragraphs 1 and 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

4. The provisions of the Product Liability Act remain unaffected. The same applies in the event of fraudulent intent on the part of the provider.

5. The provider is not responsible for the opinions expressed in the office simulation and the content posted by the participants of any kind.

#### **§ 9 Final provisions**

2. The terms of use remain binding in the remaining parts even if individual points are legally ineffective. In place of the ineffective points, the legal regulations, if any, apply.

#### **§ 10 Terms of use for downloading**

For permanent storage of the above terms of use on a data carrier, you can download them free of charge as a PDF file at <https://luca-office.de/datenschutz-und-bedingungen/>. To open a PDF file, you may need a special program such as the free Adobe Reader or a comparable program that can handle PDF files.