

Terms of use and data protection agreement United-Earth2025

Date: 01-10-2021

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-Earth2025 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-Earth2025 User Agreement in this document.

United-Earth2025 is a sub-project to obtain the Austrian eco-label. United-Earth2025 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. This website is operated by United-Earth2025. United-Earth2025 is the name of the website and the name of the United-Earth2025 movement.

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-Earth2025 logo was designed and made by students at HTL-Vöcklabruck. The United-Earth2025 logo is intended to symbolize what United-Earth2025 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-earth2025@htlvb.at

Or write to us at:

United-Earth2025, HTL-Vöcklabruck, Bahnhofstrasse 42, 4840 Vöcklabruck, Austria

By using the website (United-Earth2025) and all associated means (for example: information, data, images, services) you agree to the data protection agreements and the terms of use of United-Earth2025. 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-Earth2025 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-Earth2025 website and register there are referred to as users and / or donate there.

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-Earth2025 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, zip code, country assigned to the IP address, preferred language, newsletter registration date. In addition, all other information that you provide to us (for example your postal address or telephone number)
- We use tokens (Google Firebase Auth ID token). For authentication of registered users. The token contains the user ID and email address of the registered user. Google Firebase Service - Firebase Authentication. [For information, click here .](#)

The following data is also collected from all visitors:

- technical information about your use of the website, the browser type and version, the operating system.
- Your IP address

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-Earth2025 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-Earth2025 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-Earth2025 website. If you do not agree, you are not allowed to register on the United-Earth2025 website.

We use the personal information we receive from you to meet the United-Earth2025 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
- Sending information via all channels to which you have consented (for example: sending a newsletter by e-mail)
- 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-Earth2025 does not rent or sell your personal information. Data storage is the responsibility of Google LLC (a subsidiary of Alphabet Inc.). As can be seen from their [Privacy Shield certification](#) , Google has committed itself to complying with the Privacy Shield Agreement between the EU and the USA published by the US Department of Commerce on the collection, use and storage of personal data from EU member states .

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

- **Organizations and media** : In order to achieve our project goal, it may be that we work together with other groups or media. In these cases we may share your name, the name of your organization, your web address , your country or the country you have indicated, your logo and any information and comments you have made.
- **Service providers**: We have to work with some service providers in order to achieve our project goal. These could be: web hosting services, cloud computing services, server service providers, database administrators, help desk services, advertising service providers, data analysts, application service providers and other non-governmental organizations. Strict confidentiality agreements apply to all organizations. These organizations are not authorized to use or share your personal information. Except this happens in connection with the provision of their services.
- **Protection of United-Earth2025 and others** : We pass on personal data to companies, organizations or individuals outside of United-Earth2025 if the legal situation so requires. Or if we have a good faith belief that access, use, retention, or disclosure of your personal information is reasonably necessary,
 - to enforce our terms of use
 - to comply with a government application or court order
 - to fend off legal claims
 - to protect United-Earth2025 and United-Earth2025 employees or members of the United-Earth2025 community.
 - To protect against fraud and / or security and the necessary identification by name.

Protect your data

Members and employees of various service providers are located all over the world. Therefore, your information is transported and stored across borders.

We and our service providers use practices such as firewalls and encryption to protect your personal data (from unauthorized access, changes, disclosure, misuse or destruction). These practices are consistent with industry practice. We only work with service providers who have committed themselves to the legal conditions and data protection laws (cross-border data transfer). The data storage takes place among other things with third-party providers which according to the data protection laws [EU-US Privacy Shield and Swiss-US Privacy Shield](#) are certified.

Your data will be stored by us / our third party providers for as long as is necessary to achieve our project goal or as required by law.

If you ask us to delete your data, to send messages or updates, we will comply with your request as soon as possible. We will keep the information stored to a minimum to avoid fraud and to stop contacting you.

Update and correction of your data

You can view, update and delete your personal data on www.united-earth2025.htmlvb.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-Earth2025 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.

Legal basis for data processing

When processing your personal data (for the purposes of this Privacy Policy), we may rely on one or more of the following legal bases:

- **Consent** : We will ask for your consent when we use your data for profiling or visualization. We will also ask for your consent if you have ever shared sensitive personal information with us.
- **Legal obligations** : If it is absolutely necessary, we process your personal data on the basis of a binding legal obligation towards us.
- **Legitimate interests** : As long as our use is fair and balanced and does not unduly interfere with your rights, we will collect and process your personal data. This is done if we have a legitimate interest that serves the United Earth2022 goal, our services or our activities.

Sensitive personal data

We do not try to draw conclusions about your race, ethnicity, political opinion, religion or philosophical beliefs from your data. This information is not collected or processed.

Collection of personal data from third parties

The collection, analysis and evaluation of the data can be done alone or in cooperation with trustworthy third parties.

This can happen for the following reasons:

- Obligation to provide information on matters of public interest
- Protection of freedom of expression and democracy
- Providing information and analysis to decision makers
- Endangering the health and / or life of members of the United Earth Community

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 data are specially protected by law.
- The disclosure of the data serves to protect members of United-Earth2025 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.

Therefore, please pay particular attention to what information and data you post online on social networks or other platforms and what information you share.

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-Earth2025 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.

Subscribing to and unsubscribing from the e-mail distribution list (newsletter)

If you subscribe to our newsletter, you agree to the following guidelines.

- the registration process
- the dispatch procedure for the newsletter
- Your rights of objection

For the newsletter you have to register with United-Earth2025 and you have to agree to receive the newsletter. Registration for our newsletter is valid for a maximum of 2 years. The information contained in our newsletter is provided with source information if necessary.

The registration on the website and the registration for our newsletter takes place with a double opt -in procedure. After registration you will receive an email. You will be asked to confirm your registration. This is necessary so that nobody can register with a strange e-mail address.

The registrations for the newsletter are saved. This means that the registration process can be verified in accordance with the legal requirements. The time of registration, the time of confirmation and your IP address are saved. The changes you have made to your data are also stored or logged by the shipping service provider.

The dispatch of the newsletter and the associated performance measurement are based on the consent of the recipient in accordance with Article 6 Paragraph 1 lit. a, Art. 7 GDPR in conjunction with Section 107 Paragraph 2 TKG. If consent is not required, based on our legitimate interests in direct marketing in accordance with Art. 6 Para. 1 according to f. GDPR in conjunction with . Section 107 (2) and (3) TKG. The logging of the registration process is based on our legitimate interests in accordance with Art. 6 Paragraph 1 lit. f GDPR. Our interest relates to the safety and protection of users and members and relatives of United-Earth2025 and serves the interests of United-Earth2025. In addition, we can prove your consent to the newsletter on the basis of the storage of the data. You can cancel the receipt of the newsletter at any time (revoke your consent). Every user can unsubscribe from the newsletter at any time via their own user account. United-Earth2025 does not charge any costs for sending the newsletter. United-Earth2025 has no influence on any costs that may arise, which are charged to the user by the service provider (mail server). Therefore, United-Earth2025 cannot accept any liability in this regard. On every newsletter you will also find a link to cancel the newsletter.

On the basis of our legitimate interests, the unsubscribed e-mail addresses can be stored for up to three years before we delete them. This can be done in order to be able to prove a previously given consent to the newsletter. The storage and processing of this data is limited to a possible defense against claims or takes place to protect HTL-Vöcklabruck and to protect United-Earth2025. A request to delete this data is possible at any time. We will comply with this request as soon as possible. The storage takes place in each case according to the legal storage period.

Information according to the Data Protection Act § 24 DSG 2000

After registration, your name and email address will be saved -by Google on behalf of United-Earth2025 . This is used to send the newsletter.
The newsletter is sent via a mail server.

You can unsubscribe from our mailing list at any time. You can unsubscribe from [your profile](#) page. You can also follow a link that is included in every newsletter. A new registration for the newsletter is possible at any time.

Despite careful maintenance of the distribution list, we cannot guarantee the delivery of the newsletter.

Online presence in social media

United-Earth2025 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-Earth2025 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.

Please do not send us any sensitive personal data (for example: passwords, credit card information, bank details)!

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

United-Earth2025, HTL-Vöcklabruck , Bahnhofstrasse 42, 4840 Vöcklabruck, Austria

Terms of Use

Member account

This concerns the area of the United-Earth2025 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-Earth2025 (the entire United-Earth2025 movement), the websites of United-Earth2025 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-Earth2025. 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-Earth2025 user agreement. **If we are of the good faith that your registration (visualization of your login data) harms the reputation of United-Earth2025 and the goal of United-Earth2025, 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-Earth2025's goal, disagreement with United-Earth's "What do we stand for" values, disagreement with any other United-Earth2025 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-Earth2025, 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-Earth2025, 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-Earth2025.
- 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-Earth2025 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-Earth2025 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-Earth2025 . **We are not responsible or liable to any third party for the content or accuracy of any material and information posted by you or any other user on any website / social media site. You agree that you assume sole and full responsibility for all such content that you post on any website or platform .**

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-Earth2025, United-Earth2025 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-Earth2025 harmless from all claims arising from actions that United-Earth2025 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-Earth2025 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-Earth2025 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-Earth2025"

We want to make sure that the name "United-Earth2025" 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-Earth2025 under the following circumstances:

- Consistency with the goal of United-Earth2025.
- Compliance with the terms of use and data protection agreement of United-Earth2025.
- Consistency with the content of the text of United-Earth2025 "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-Earth2025.

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-Earth2025. 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-Earth2025. We would therefore like to ask this organization to refrain from registering on our website.

(Project goal United-Earth2025: To give people courage, confidence and the strength to start their own climate protection activities.)

Protection of the name of United-Earth2025

We want you to use the information and resources available on the website to improve our world. However, we must ensure that the United-Earth2025 name and any related names are not misused. For this and other reasons, the United-Earth2025 name, the United-Earth2025 logo and all associated names, logos and slogans are trademarks of United-Earth2025, its partners or licensors. **You may only use them for the purposes of United-Earth2025 and in accordance with these terms of use and data protection agreement.** Prior written approval from United-Earth2025 is not required.

Handling of donations for a project of the HTL-Vöcklabruck (HTLVB)

Legal basis: A school in Austria is not allowed to carry out financial activities that are not directly related to the educational mandate. The handling of financial matters (for example: receiving donations or financing a website or associated social media pages, financing mail servers or web servers, financing the hosting of websites) is only possible from a legal point of view through an educational center belonging to the school.

The education center HTL-Vöcklabruck (hereinafter referred to as "BZHTLVB") only provides the legally necessary framework conditions to be able to handle financial matters (e.g. company account and bank details).

General information about donations - United-Earth2025

Donations may only be processed using the account below. No emails, letters or other information or messages may be sent to the BZHTLVB or the HTLVB. Due to the organizational structure, no inquiries about donations can be answered. Donations may only be made with the designation "Donation to United-Earth2025 - name of the donor".

United-Earth2025 would like to thank all donors who, through their donation, enable the United-Earth2025 website and associated social media pages to be operated.

The donation of 1 Euro / 1 Dollar finances the membership of approx. 1000 members in United-Earth2025.

Use of donations

All employees of the United-Earth2025 team are volunteers and work free of charge.

The donations will only be used for the following activities:

- **Payment of all fees and bills that have to be paid to operate the United-Earth2025 website** (for example: costs for the domain, costs of the mail server, costs for web hosting).
- **Financing of all legally necessary tasks and activities that result from this field of activity for the BZHTLVB .** (For example: account management fees incurred for donation processing, costs for account and tax audits, processing administrative activities for account management, activities in preparation for a tax audit by the legislature, all activities due to the financing of the website and social media pages of United -Earth2022 are necessary - possibly checking the origin of the donation). Financing a website of the BZHTLVB, if this is necessary for the processing of donations to United-Earth2025.
- **To protect United-Earth2025 and others:** Fees and expenses that could result from legal proceedings against members of the United-Earth2025 team, the HTL Vöcklabruck, the BZHTLVB or others (teachers, students, employees of the HTLVB or the BZ). Reimbursement of all costs and expenses that could result from criminal acts against members of the United Earth2022 team, the HTL Vöcklabruck and the BZHTLVB . This also applies to any follow-up costs (for example: lawyer fees, court costs, costs for care, loss of income, medical treatment or rehabilitation).
- **Dissolution of the website and all associated social media pages:**
All costs and fees incurred in disbanding the website and the associated social media pages. Donations that have not yet been used will be kept until no follow-up costs are to be expected

from the matters described above. The United-Earth2025 team is responsible for deciding how long donated funds will be stored. This decision can only be made with legal support. In the event of a disagreement, the donations will be kept for another 5 years.

- **Where donations are made:**

Should donations remain after the deletion of the website (United-Earth2025, BZHTLVB), these will be handed over to the United Nations. In this case, the donations may be used without exception for preventive climate protection and humanitarian affairs in developing countries (e.g. help in the event of climatic environmental disasters) .

Donor wishes

The donations will be used as described. No additional requests regarding the use or distribution of the donations can be fulfilled (regardless of which organization, including all members and employees of United-Earth2025). Please do not write us any messages. Please do not call us.

Return of donations

Donations will be used as described. Due to the organizational structure and the present terms of use of the BZHTLB, it is not possible to return donations. All donations received will be used as described in this user agreement.

Donations made by governments or government-affiliated organizations

We do not accept any donations from governments or government-affiliated organizations. As long as we have good faith that this is not the case, we will accept the donation. If such a donation is knowingly made, we will transfer this amount back within a reasonable period of time. Unless this donation has already been used as described above.

Retention of contact details:

All contact details that were communicated as part of a donation to the BZHTLVB or to United-Earth2025 will be kept for at least as long as the legal situation requires.

No service guarantee

Events can occur that require us to temporarily or permanently shut down the site. We ask for your understanding if we have to withdraw or change this website and any service and all information that we provide on the site. We can do this at our own discretion and without prior notice. United-Earth2025 or the HTLVB cannot be held liable if the website or parts of it are not available, regardless of the time and for what period of time. We can also restrict access to some parts of the website or to the entire website for all users (including registered users) for a certain period of time.

If for any reason your donation to United-Earth2025 does not reach us, we are not responsible for it.

Duration of the existence of the United-Earth2025 website

The website (United-Earth2025) and all user data can be switched off or deleted at your own discretion and without prior notice. The HTLVB or United-Earth2025 cannot be held liable if the website, parts of it or user data are no longer available. This can have the following causes:

Achieving the goal of United-Earth2025

The goal of United-Earth2025: 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 goal is at the discretion of the United-Earth2025 project team. If the project goal is met, the United-Earth2025 website can be switched off or deleted at any time without prior notice. This also applies to all data received (e.g. names, addresses, information, unanswered inquiries, information of any kind) that you have given us. This applies to all data for which no statutory retention period applies.

Safety and protection of members or relatives of United-Earth2025 of the HTLVB, the BZHTLVB or their relatives. Security and protection of the entire United-Earth2025 community

If we are of the opinion that the deletion of the website (United-Earth2025) and all associated data serves to protect the life and health of the entire United-Earth2025 community, we can do so. Anytime and without notice.

The shutdown (deletion) of the United-Earth2025 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.

Receipt of donations during or after the shutdown of the United-Earth2025 and BZHTLVB websites

If during the shutdown or after the shutdown of the United-Earth2025 or BZHTLVB websites, donations are still in the account, these will be used in accordance with the conditions in this user agreement.

If you donate for United-Earth2025, you agree to the use of the donated money. You agree to the terms of use, the data protection agreement and all described provisions of United-Earth2025.

Further instructions

Integration of services and content from third parties

On the basis of our legitimate interests (interest in analysis, optimization within the meaning of Art. 6 Para. 1 lit. f. GDPR), we use content or service offers from third-party providers. This is done in order to integrate their content and services, such as fonts (hereinafter uniformly referred to as “content”).

Without being aware of your IP address, the content cannot be sent to your browser. The recognition of your IP address is therefore necessary for the display of this content.

This information can be stored on the user's device in the form of, for example, cookies.

Duration of the existence of the United-Earth2025 website.

The website (United-Earth2025) and all user data can be switched off or deleted at their own discretion and without prior notice. The HTLVB or United-Earth2025 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.

- **Earlier Exit of the BZHTLVB:**
If the BZHTLVB can no longer take over the task for any reason (for example: termination of the agreement with United-Earth2025 and deletion of the field of activity, death), the United-Earth2025 website will be shut down. The website will be shut down until the BZHTLVB takes over this task again or another organization fulfills this task.

- **Achieving the goal of United-Earth2025**

The aim of the United-Earth2025 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-Earth2025 project team. If the project goal is met, the United-Earth2025 website can be switched off or deleted at any time without prior notice.

- For the safety and protection of members or dependents of United-Earth2025 and the HTLVB.
The United-Earth2025 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-Earth2025 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-Earth2025 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-Earth2025, the HTLVB nor natural and legal persons associated with United-Earth2025 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-Earth2025, 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-Earth2025 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-Earth2025 and the HTLVB reject direct and indirect guarantees or warranties of any kind (for example: guarantees regarding the fulfillment of the goal of United-Earth2025, 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-Earth2025 website have been carefully researched and created with care. **All users of the websites and the associated social media pages of United-Earth2025 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-Earth2025, 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-Earth2025, 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-Earth2025 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-Earth2025 or the website of the HTLVB.

If a problem arises as a result of your use of the United-Earth2025 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-Earth2025 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-Earth2025 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-Earth2025, 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-Earth2025 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-Earth2025 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-Earth2025 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-Earth2025 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-Earth2025 and HTLVB Terms of Use are the sole and entire agreement between you and United-Earth2025 and HTLVB.
- The terms of use and data protection agreement of United-Earth2025 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-Earth2025 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-Earth2025 at the following address by clicking this link: united-earth2025@htlvb.at

You can also write to us:

United-Earth2025, Bahnhofstrasse 42, 4840 Vöcklabruck - Austria

We would like to thank you very much for visiting the United-Earth2025 website!

The United-Earth team