

General Terms and Conditions of Business for the “GNTB Knowledge Graph”

§ 1 Operator and Scope

1. The operator of the “GNTB Knowledge Graph” platform is Deutsche Zentrale für Tourismus e.V. (GNTB; German National Tourist Board), Beethovenstraße 69, 60325 Frankfurt am Main, Tel: +49 (0)69 974640, Fax: +49 (0)69 751903, email: info@germany.travel, website: germany.travel, register of associations: Frankfurt a. M District Court No. 5190, Executive Board Members authorised to represent the company: Petra Hedorfer (Chairwoman) and Andrea Bartl.
2. GNTB makes data and works available to its users in GNTB Knowledge Graph. GNTB Knowledge Graph is free to use. GNTB Knowledge Graph may only be used within the scope of the law and these General Terms and Conditions of Business (hereafter “Ts&Cs”).
3. These Ts&Cs set out the conditions and rules of conduct governing the use of GNTB Knowledge Graph. They also apply to any legal transactions and actions similar to legal transactions between the user and GNTB. Unless agreed otherwise, these Ts&Cs apply exclusively in the version valid when the user registers.
4. General Terms and Conditions of Business belonging to the user that contradict, diverge from or add to these Ts&Cs shall not apply unless GNTB expressly agrees to their validity in writing in a specific instance.
5. These Ts&Cs shall continue to apply if GNTB performs services without reservation in the knowledge that the user’s terms and conditions contradict or deviate from these Ts&Cs.
6. GNTB is entitled at any time to amend, cancel or replace these Ts&Cs, including the terms of the licence granted, with other Ts&Cs, for material reasons such as changes to the law, changes in the way the law is interpreted and changes in economic circumstances. The GNTB shall inform the user of the changes or new Ts&Cs via the e-mail address provided (see below). The user has 30 days to decide whether to accept the changes or the new Ts&Cs. If the user decides not to consent to the changes or the new Ts&Cs, GNTB reserves the right to exercise its right of ordinary termination with notice. GNTB shall inform the user separately on the web page of the 30-day period and of its right of ordinary termination with notice. During this 30-day period, the user may continue to use GNTB Knowledge Graph as before, subject to these Ts&Cs.

§ 2 Definitions

1. A “user” may be a natural person with full legal competence who is at least 18 years old, or a corporate body under private law or a corporate body under public law.
2. “Works” means all products protected by copyright, in particular personal intellectual work pursuant to § 2 of the German Copyright and Related Rights Act (Urheberrechtsgesetz) and photographs pursuant to § 72 of the German Copyright Act as well as all information/data provided in connection with the products, e.g. titles, opening hours, address data or geodata.
3. “Cardinal duty” is a duty which, if breached, jeopardises the purpose of the Agreement, or whose fulfilment makes the proper performance of the Agreement possible in the first place, and on whose observance GNTB and the user may ordinarily rely.

§ 3 Use of the Works

GNTB makes works available on GNTB Knowledge Graph. The user may use these works in accordance with the Creative Commons licence “CC BY-SA”, “CC BY” or “CC0”

(<https://creativecommons.org/licenses/?lang=en>). The licence granted and the associated licence reference (copyright notice) must be observed. In specific terms, this means the following for the user:

If Creative Commons licence “CC BY-SA” has been issued, the work may be used, including for commercial purposes. The originator of the work must always be named, unless agreed otherwise. The originators may have to be presented specially. The work may be edited, including for commercial purposes. The distribution of the work – including the edited work – shall be done under the same conditions or a comparable licence (cf. on comparable licences <https://creativecommons.org/share-your-work/licensing-considerations/compatible-licenses>). The corresponding licence therefore also applies when the work is distributed. If the work is used in contravention of Creative Commons licence “CC BY-SA” and this causes third parties to assert claims against GNTB, the user shall indemnify GNTB against all such claims.

If the work is made available under the Creative Commons licence “CC BY”, the work may be used, including for commercial purposes. The originator of the work must always be named, unless agreed otherwise. The originators may have to be presented specially. The work may be edited, including for commercial purposes. If the work is used in contravention of Creative Commons licence “CC BY” and this causes third parties to assert claims against GNTB, the user shall indemnify GNTB against all such claims.

If the work is made available under the Creative Commons licence “CC0”, the work may be disseminated, copied, performed and modified without the need for permission, including for commercial purposes. The originator thereby waives the right to payment for the transferral of copyright and related rights worldwide, insofar as legally possible. If the work is used unlawfully and this causes third parties to assert claims against GNTB, the user shall indemnify GNTB against all such claims.

§ 4 Registration

1. In order to use the GNTB Knowledge Graph, the user must register with the GNTB free of charge. As part of the registration process, the user sends his/her first name, surname and e-mail address to open-data@germany.travel.

Representatives of legal entities send the name of their institution, their name and email address to the GNTB. All data provided must be correct and complete. The GNTB will then send the necessary access data for retrieving the data as well as these Ts&Cs to the e-mail address provided. This e-mail from the GNTB constitutes an offer to conclude a User Agreement with the user. The user accepts the offer to conclude a User Agreement if he/she uses the access data to retrieve the data from the GNTB Knowledge Graph.

In this case, the User Agreement has been concluded. Passing on the access data to third parties is prohibited.

2. GNTB may require the user to provide proof as part of the registration process. GNTB may refuse the user’s request to register. GNTB can deactivate the access data if, for instance, it is used by a third party.

3. The user must ensure that his/her details are always up to date. The user must keep the access data secret. If the user believes that a third party is using the GNTB Knowledge Graph via his/her access data, he/she must inform the GNTB immediately.

4. The user can request new access data from the GNTB if necessary. In this case, the previously valid access data shall be deactivated.

§ 5 Duration and Termination of User Agreement

1. The User Agreement between the user and GNTB is concluded for an indefinite period.
2. Either party may terminate the User Agreement at any time by giving written notice. This does not affect GNTB's right to block member's accounts. GNTB and the user both have the right of immediate termination without notice.
3. GNTB may terminate the User Agreement without notice in particular if the user violates these Ts&Cs. For example, the User Agreement can be terminated without notice if the user has violated his/her obligation to truthfully provide the details mentioned in § 4, or if it is suspected that details of how to access the member's account have been misused by a third party. Termination without notice must always be in writing.

§ 6 Deactivation of Access Data

GNTB is entitled to deactivate the user's access data and to deny the user renewed access to GNTB Knowledge Graph. Deactivation is considered if the user has violated his/her duty to truthfully provide the details mentioned in § 4, or if a third party is suspected of misusing the access data. GNTB shall inform the user in writing that their account has been blocked. In this case, the user will not be granted access to the GNTB Knowledge Graph.

GNTB shall decide whether to release access at its reasonable discretion.

§ 7 Functional Changes, Availability, Force Majeure

1. GNTB reserves the right to edit, update, expand, restrict or discontinue features of GNTB Knowledge Graph on an ongoing basis.
2. There is no obligation whatsoever to ensure that GNTB Knowledge Graph is constantly available. For example, GNTB Knowledge Graph may not be available during maintenance and repair windows, power failures and internet service interruptions.
3. In the event of force majeure or other unforeseeable circumstances which temporarily prevent GNTB from providing its services through no fault of its own or no fault attributable to it, GNTB shall be released from its obligation to provide the services, or deadlines shall be extended – including during the delay – by the duration of the disruption caused by such circumstances.

§ 8 Exclusion and Limitation of GNTB's Liability

1. GNTB shall be liable without limitation for intent and gross negligence.
2. If a cardinal duty is breached through minor negligence, GNTB's liability shall be limited to foreseeable damages typical of the Agreement.
3. GNTB shall not be liable in the event of a slightly negligent breach of secondary obligations that are not cardinal duties.
4. The partners involved shall make every effort to ensure that the information in Knowledge Graph is up-to-date and correct. No guarantee is given that the information is correct or up to date.

5. The above exclusions and limitations of liability shall not apply if defects have been concealed fraudulently; or in the event of the assumption of a guarantee or procurement risk; for damage to life, limb or health; or to liability based on the German Product Liability Act.
6. Wherever GNTB's liability is excluded or limited, this shall also apply to the personal liability of its employees, workers, representatives and agents.
7. The user's right to claim for damages is limited to one year, calculated from the commencement of the statutory limitation period. This does not apply to claims in tort.

§ 9 Data Privacy

The user is reminded that GNTB collects, processes, stores and uses personal data as described in more detail in its privacy policy. The privacy policy is available at <https://www.germany.travel/en/about-us/data-protection.html>. This data is collected in order to provide a secure, efficient and user-friendly service. By concluding the Agreement, the user agrees that he/she has read and accepted GNTB's privacy policy.

§ 10 Final Provisions

1. The laws of the Federal Republic of Germany apply. The provisions of the UN Convention on Contracts for the International Sale of Goods, and legal norms that refer to other legal systems, do not apply.
2. There were no verbal side agreements or additions at the time the Agreement was concluded. Side agreements, amendments and additions must be in writing in order to be effective. Waiving this written form requirement must also be done in writing.
3. The place of fulfilment is Frankfurt am Main. If the user is a merchant, a corporate body under private law, a corporate body under public law, or a special fund under public law, Frankfurt shall be the exclusive place of jurisdiction for any disputes arising from the contractual relationship and these Ts&Cs.
4. Should any of the terms of these Ts&Cs be or become invalid, this shall not affect the validity of the remaining terms.
5. The user agrees to the above conditions.

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