Terms and conditions
governing the use of the GPS mobility data of the Fraunhofer ISI

I. Validity

(1) These terms and conditions apply to the use of the anonymized data transmitted from the GPS survey of the Fraunhofer ISI to research institutions and companies (hereinafter: recipient) by the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 München (hereinafter: Fraunhofer) and by the Fraunhofer-Institut für System- und Innovationsforschung ISI (hereinafter: ISI).

(2) The general terms and conditions of the recipient do not apply if they contradict these conditions of use.

II. Contract

(1) The offer on the website of the ISI does not represent a binding offer to conclude a corresponding contract of use, but is a non-binding invitation to request the data from the ISI.

(2) Unless otherwise expressly agreed, the contract to transmit the data is made either by the Fraunhofer explicitly confirming the order by or by actually providing the possibility to download the data.

III. Rights and obligations of Fraunhofer

(1) Fraunhofer undertakes to transmit the requested GPS data in an anonymized form in a common format by providing a download link.

(2) Fraunhofer is only liable for the transfer of the data already collected at the time of the request. The Fraunhofer is not liable for the correctness, completeness, accuracy or up-to-dateness of the data or the correctness of any derived results.

(3) Fraunhofer has the right but not the obligation to verify the recipient's given status as a research institution or company.

(4) Subject to other contractual obligations, Fraunhofer is entitled to refuse to transmit data at any time and without stating a reason.

IV. Obligations of the recipient

(1) The recipient affirms that he has given the Fraunhofer only correct and complete information regarding his status as a research institution or company. A research institution in the sense of this contract exists if a legal entity demonstrates the existence of a purpose in conducting research projects or research programs and can provide evidence for this if necessary.

(2) The recipient pledges to use the transmitted data exclusively for scientific purposes.

(3) The recipient does not have the right to pass on to third parties the download link supplied by the Fraunhofer or the transmitted data.

(4) The recipient shall refrain from any action that could result in a subsequent possible de-anonymization of the transmitted data, especially with regard to the concerns of the companies and drivers participating in the project.

(5) The recipient is obliged to take all due precautions to prevent unauthorized access to the transmitted data. He shall be careful to keep passwords and access codes protected to prevent access by third parties and will safeguard them against loss and misuse.

(6) The recipient exempts Fraunhofer from any claims arising out of these terms and conditions or in connection with any breach of the obligations above or the scope of the rights of use under Section VI.

(7) If the recipient violates any obligation under Section IV, Articles 1 - 4, he is obliged to pay a contractual penalty of 5,000.00 euros.

(8) The recipient shall inform all the employees and other persons involved in a research project of the terms and conditions applying to the use of the transmitted data and shall ensure compliance with them.

V. Fees/ Terms of payment

(1) A token fee of 1,000.00 euros has to be paid before receipt of the data, unless the contractual partner is a research institution.

(2) The token fee has to be paid upon receipt of the invoice unless prepayment has been agreed. Payment is due within 4 weeks after the invoice due date.

(3) If the recipient does not pay the token fee on time, he is obliged to pay default interest at the legal rate of 8 percentage points above the base rate. The recipient will be charged a reminder fee of 5.00 euros for every written reminder that has to be sent after the default.

VI. Rights of use

(1) The recipient obtains a simple, indefinite right of use to utilize the data provided exclusively for scientific purposes.

(2) The recipient may reproduce, edit or restructure the data and make further use of any derived results.

(3) Any publication and presentation featuring the obtained data or based on them must be marked as such using the following reference: "*Data source: REM2030 data v2013, Fraunhofer-Institut für System- und Innovationsforschungs ISI, Karlsruhe*".

(4) The use of the data is limited to the use for scientific purposes. Any use not falling under the purposes of this contract, in particular any use for commercial purposes, requires explicit and written authorization by Fraunhofer.

VII. Liability

(1) Fraunhofer has unlimited liability only for intent and gross negligence.

(2) Fraunhofer is liable for slight negligence only in accordance with the German Product Liability Act and for damages due to the loss of life, bodily injury or damages to the health of persons, and due to the breach of an essential contractual obligation, whose fulfillment is essential to the proper execution of the contract and upon which each of the contracting parties can normally rely (contractual obligation). If contractual obligations are breached, the liability of the FHG is limited to the typical damages foreseeable when concluding the contract. This limitation of liability also applies to agents.

VIII. Final provisions

(1) To the extent permitted by law, exclusively German law will be applied to disputes between the parties excluding International Private Law and the United Nations Convention on Contracts for the International Sale of Goods.

(2) Munich is the sole court of jurisdiction for all disputes resulting from and pertaining to this contract irrespective of the legal basis if the recipient is a merchant.

(3) Should one or more of these conditions of use prove to be ineffective or become so, this shall have no effect on the effectiveness of the other conditions.