

# Terms and Conditions of use and publication for XING Industry Insiders

You must expressly agree to these Terms and Conditions of use and publication for XING Industry Insiders before publishing your own text and/or your own or third-party images and/or audio and video material and/or other content or works (hereafter Content) on the XING Industry Insiders and/or XING Klartext services provided by New Work SE, Am Strandkai 1, 20457 Hamburg, Germany (hereafter XING), and/or on the XING platform and/or on New Work SE affiliate services (hereafter collectively known as XING Services), and before using the XING Industry Insiders editing system.

1. You hereby confirm that the Content you send to XING Services
  1. is your own Content or correctly licensed Content for which you hold the express right and permission to sub-licence said Content to XING,
  2. does not break the law or any rules, provisions or third-party property rights,
  3. is not incorrect, obscene, defamatory, threatening, reprehensible, pornographic, annoying, hateful, racist or ethnically offensive,
  4. does not represent advertising or include financial contribution prompts or prompts to conclude transactions, and
  5. does not violate the interests of XING or its users in any other way.
2. XING is entitled, but not obliged, to not post or to remove some or all of the Content you publish due to it not complying with the above conditions or for other reasons without serving prior notice thereof, or to temporarily or permanently block you from using the XING Industry Insiders editing system, or to terminate your use of the editing system.
3. After a period of three (3) months since first publishing your Content on XING Services, you are entitled to demand deletion of said Content at any time and to revoke with future effect your granting of rights with regard to the Content in question. In such cases, after a transition period of one (1) month has passed, the rights of use granted to XING shall expire and XING shall remove the Content in question.
4. You and XING can terminate use of the editing system without stating reasons by serving notice of one (1) month to the end of the month. The right of either party to termination for cause remains unaffected, both for you and XING.
5. By publishing Content on the XING Services, you grant XING the following transferrable rights, which are valid worldwide and for the duration of the statutory protection of intellectually property as prescribed by pertinent law, including the right to sub-licence said rights:
  1. The right to copy Content using all existing and future means and in all forms, such as paper, electronic, magnetic, optical or digital, on servers, audiovisual recordings, TV broadcasts, disks, R.A.M., R.O.M., CDs, DVDs, hard drives, magnetic tapes, etc., and
  2. The right to edit or adapt (e.g. summarise, abridge, translate) Content in accordance with your moral rights, and to create works derived therefrom, and
  3. The right to show and publish Content on XING Services and in other XING publications as well as on third-party websites with which XING jointly supports, distributes, exploits or syndicates Content (either in published, derived or edited form, irrespective of whether or not the Content is linked to similar works or is used in whole or in part) via all known or unknown dissemination or broadcasting media, irrespective of whether that occurs via satellite or electronic communication, in particular via the Internet, and the right to save Content on servers, electronic and digital media as well as audiovisual recordings, and to use Content in live streams and TV broadcasts, and
  4. The right to use Content as advertising for XING or for your Content on XING Services so that third-party Content or advertising can also be seen beyond the XING Services, and
  5. After gaining your express prior consent, the right to approve published Content for dissemination, syndication or publication in environments other than the XING Services.
6. Without limitation to section 4, when submitting Content, you acknowledge and confirm that XING can only compile, revise, edit or produce modified works based on the XING Services functionality and only to the extent permitted by your moral rights, be it on an individual basis or in connection with third-party Content, and that you do not hold any corresponding rights thereto and that XING may show this Content to any third parties and publish it under your name (including in compiled, revised, edited or modified form).
7. You are free to go about your activities as an author as you choose, and are not required to heed any instructions from XING. You have no right to remuneration or any other monetary or non-monetary benefits as a result of publishing on XING Services; this shall apply in particular to your health insurance, accident insurance and pension scheme, and to payments made to other private or public social insurance providers or institutions. Publishing on XING Services does not constitute a working relationship of any kind.
8. As an author you are responsible for the Content you provide and for your use of the editing system. In the event of queries or complaints from third parties with regard to your Content, we will remove your Content

from XING Services until the query or complaint has been fully clarified between you and the third party. Given your responsibility for your Content, you are obliged to hold XING harmless against third-party claims.

9. No guarantees or warranties of any kind shall be granted in terms of the Content you publish. XING Services and the XING Industry Insiders editing system are subject to change and may also be temporarily or permanently discontinued, and the design and/or feature set of the editing system may be changed.
10. XING reserves the right to amend these Terms and Conditions of use and publication for XING Industry Insiders at any time, without giving reasons, unless an amendment is unreasonable to you. XING shall serve you due notice of any amendments to these terms. If you do not object to the applicability of the revised Terms and Conditions of use and publication for XING Industry Insiders within six (6) weeks after receipt of said notice, the amended terms shall be deemed to be accepted.