

# ANNEX 2

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## FABO PLATFORM TERMS AND CONDITIONS

### 1. APPLICATION

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- 1.1 These terms and conditions (“Terms and Conditions”), entered into by DanChurchAid (CVR 36980214), Meldahls­gade 3, 1613 Copenhagen, Denmark (“DCA”) and the member of the Fabo Charter (the “Fabo Member”), shall govern the relationship between these parties in regard to the platform fabo.org (the “Service”).

### 2. ACCEPTANCE

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- 2.1 The Terms and Conditions are accepted by the Fabo Member upon signing the Fabo Charter. Furthermore, any commencement or use of the Service provided confirms that the Fabo Member has read, understood and agreed to abide by these Terms and Conditions.

### 3. DESCRIPTION OF THE SERVICE

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- 3.1 The Fabo Learning Platform has existed since 2015 and is part of the Fabo Initiative. The platform creates relevant learning and cross-organisational collaboration opportunities. DCA strives to create all content under a sharable licence and encourage our members to do the same (read more about this on [fabo.org/llab/licensing](http://fabo.org/llab/licensing)).
- 3.2 The Service is a platform for distribution of content provided by the Fabo Members (“Member Content”) and facilitation of interaction among the users. This may generally include:

- Text, images and videos
- Documents, presentations and other documentation
- Interactive content
- Chats and discussion forums.

**3.3** The Fabo Member can choose who to share its content with. All Member Content can, by the member, be made freely available to all who has created a user account on the Service, as well as to guests without an account. DCA and the Fabo Member can charge a user for the use of specific Member Content, but only if the user is specifically informed about this when registering for access to the member content.

**3.4** The platform is accessed through the Internet and the Fabo Member may need a suitable device and a stable Internet connection to access the platform. The Fabo Member are solely responsible for costs of acquiring and maintaining such hardware and software.

**3.5** The Service is accessible to the Fabo Member upon accepting these Terms and Conditions and for as long as the Fabo Member is a member of Fabo and pays its membership fees (as described in the Fabo Charter).

## 4. TERMS OF USE

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**4.1** The Fabo Member agrees to use the Service in a lawful, responsible and appropriate manner.

**4.2** Actions violating section 4.1 above may include using the Service to collect, provide, upload, transmit, display, or distribute any Member Content (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libellous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

**4.3** In addition, actions violating section 4.1 above may include using the Service to (i) upload, transmit, or distribute to or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) interfere with, disrupt, or create an undue burden on

servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks; (iv) attempt to gain unauthorized access to the Service, whether through password mining or any other means; (v) harass or interfere with any other user's use and enjoyment of the Service; or (vi) use software or automated agents or scripts to produce multiple accounts on the Service, or to generate automated searches, requests, or queries to the Service.

## 5. INTELLECTUAL PROPERTY RIGHTS

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- 5.1 The Fabo Members agree that the Service and its digital content provided by DCA is the property of DCA or its suppliers and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws ("Content"). No element of the Service or its digital content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, downloaded, uploaded, posted, publicly displayed, altered to make new works, performed, digitised, compiled, translated, transmitted in any way to any another computer or website or medium, or for any commercial purpose, without DCA's prior written consent, unless expressly permitted by these Terms and Conditions.
- 5.2 DCA grants the Fabo Member a limited, non-transferrable and non-exclusive licence to access the Service to use the Service and its content provided by DCA for the Fabo Member's own business only. The Fabo Member may not copy the Service, its source code and any other digital content.
- 5.3 Unless otherwise chosen by the Fabo Member or stated in these Terms and Conditions, the Fabo Member retains all rights to Member Content uploaded to or published on the Service by the Fabo Member. However, as stated in section 3.1, DCA strives to create all new content under a sharable licence. Therefore, to drive collaboration, applying Creative Commons licences whenever possible is encouraged to increase the sharing of learning content and resources. You can read more about how we work with licensing on [fabo.org/llab/licensing](http://fabo.org/llab/licensing). Furthermore, by uploading or publishing Member Content, the Fabo Member grants DCA permission to distribute Member Content as described under section 3.3 above. No compensation will be paid with respect to the distribution of such material.

## 6. RESPONSIBILITY AND LIABILITY

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- 6.1 The Fabo Member understands that DCA does not review, approve, monitor, endorse, warrant, or make any representations with respect to Member Content. The Fabo Member is solely responsible for any and all of its own Member Content. Because DCA does not control Member Content, the Fabo Member acknowledges and agrees that DCA is not responsible for any Member Content published on the Service.
- 6.2 Without prejudice to the above, DCA reserves the right to review any Member Content, and to investigate and/or take appropriate action against the Fabo Member in DCA's sole discretion if the Fabo Member violate the provisions of these Terms and Conditions or otherwise create liability for DCA or any other person. Such action may include removing or modifying Member Content.
- 6.3 The Fabo Member furthermore agrees to indemnify and hold harmless DCA from and against any and all claims and expenses arising out of The Fabo Member's use of the Service, including but not limited to the violation of the Terms and Conditions (including its "terms of use" provisions).
- 6.4 DCA will in no circumstances be liable for any loss or damage of any kind whatsoever arising directly or indirectly from any temporary delay or non-delivery of the Service however caused.

## 7. CHANGES TO THE SERVICE

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- 7.1 DCA is constantly working to improving the Service, and DCA reserves the right to adjust or change the Service, including adding new features or improving or removing existing features.
- 7.2 Changes to the Service does not entitle the Fabo Member to any legal remedy, including compensation or damages, nor is the Fabo Member entitled to terminate the Terms and Conditions or the Fabo Charter.

## 8. PERSONAL DATA

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- 8.1 DCA and the Fabo Members are joint controllers regarding personal data processed on the Service. Both DCA and the Fabo Member will, to the best of their ability, ensure that they comply with the General Data Protection Regulation (the "GDPR") and will

ensure that their employees, agents and subcontractors process Personal Data in compliance with the GDPR.

- 8.2 Any Fabo member has permission to access personal data of users, within their own organisation on Fabo, related to usage of Member Content, even when the Member Content is owned by another Fabo Member. The Fabo Member and DCA are acting as joint controllers but are individually responsible for complying with applicable data protection rules and regulations.

## 9. GOVERNING LAW AND JURISDICTION

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- 9.1 The place of jurisdiction is Denmark, and the venue is the court for the region of the City Court of Copenhagen. The laws of Denmark govern any disputes, including in relation to the existence or validity of a contract.

## 10. CHANGES/AMENDMENTS TO TERMS & CONDITIONS

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- 10.1 DCA is entitled to change and/or modify these Terms and Conditions at the sole discretion of DCA.
- 10.2 Any changes/amendments that will significantly adversely affect the Fabo Member may only enter into force subject to 30 days prior written notice to the Fabo Member. Upon receiving said notice, the Fabo Member may terminate the Terms and Conditions immediately by notifying DCA. If DCA does not receive such notice of termination within 30 days after giving notice, the Fabo Member is bound by any reasonable changes/amendments.

## 11. TERMINATION

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- 11.1 These Terms and Conditions are in force as long as the Fabo Member is a member of Fabo Initiative and will automatically terminate if the Fabo Member leaves the Fabo Initiative.
- 11.2 In addition, DCA is entitled to terminate these Terms and Conditions immediately if the Fabo Member materially breaches these Terms and Conditions.