Terms of Service v1.4

Minerva Messenger Service (based on Mattermost)

The Terms of Service define the conditions and limits of the Minerva Messenger service (*the Service*). By using this Service, you agree to its Terms of Service. Please read them carefully.

1. General Terms

- a) As a service of the Max Planck Digital Library the Minerva Messenger Service is subject to the conditions of the general terms of Service of the Max Planck Digital Library. Please make sure you also read and understand them: <u>https://www.mpdl.mpg.de/terms-of-service-en.html</u>
- b) Further, the Terms of Service and Privacy Policy of Mattermost Inc. apply:

https://about.mattermost.com/default-terms/

https://mattermost.com/privacy-policy/

- c) It is not allowed to use this Service for purposes other than professional use or research projects directly associated with the Max Planck Society.
- d) The Service does not filter any contents, but we reserve the right to delete contents that do not conform with the Terms of Service and the "Max Planck Richtlinien zur Sicherung guter wissenschaftlicher Praxis".
- e) The Service is free of charge for all employees of the Max Planck Society and its project partners.
- f) The usage of the Service is voluntary. Employees should not encounter any disadvantages in case of not using the Service. If you have any questions in this regard, please get in touch with the works council of your institution.
- g) You must not upload any viruses or any code of destructive nature.
- h) The service is provided on an "as is" basis.
- i) The Max Planck Digital Library reserves the right to alter these Terms if there is a reasonable interest. For example, the reasonable interest is given if the technical or legal provisions change and require an alteration. We will inform you about binding changes individually in advance and notify you of the possibility of terminating these terms if you disagree with the changes.
- j) By using the Minerva Messenger Service, you agree to receive emails from us. Our newsletter service aims to keep you updated about new software releases or new service offerings. The subscription to our newsletter is not mandatory, if you no longer wish to receive notifications from Minerva Messenger please send 'Unsubscribe' to news-minervamessenger [at] mpdl [dot] mpg [dot] de.
- k) We will not communicate / spread / publish or otherwise give away your address.

2. User Account

a) User Account of MPG employees: the Service user is responsible for preserving the confidentiality of the password and account and for all activities that occur under this password/ account. The Service user agrees to immediately inform the Service operator about any non-

authorized usage of a password/account or other security breaches. The service operator will not be liable for any loss or damage arising from failure to comply with this section.

- b) User account of Guest: MPG employees may invite collaboration partners to register for the Service with a guest account. The inviting MPG employee is responsible for setting the access permissions of the guest(s) whom they invite.
- c) The user agrees to deactivate their account once the employment or collaboration relations with the MPG ends.
- d) The account of inactive users (not accessed the Minerva Messenger Service) for more than five months will be automatically deactivated by the System Administrator.
- e) Deactivation of User account: The user can deactivate his/her account anytime via the Main Menu. Through deactivation, personal data is only partially removed. Full name, user name, among other user information, and the associated chat messages are retained. The deactivation of a user account is reversible but can only be reversed by the system administrator.
- f) Deletion of User accounts (irreversible removal of user account data including chat messages from the messaging system): please get in touch with minervamessenger [at] mpdl [dot] mpg [dot] de for this issue. This action may affect the integrity of communication threads. Therefore, it may be necessary to consider whether any individual MPI concerns exist requiring the integrity of affected communication.

3. Data management

- a) The entire communication, including file attachments, is stored in a database on servers of the Gesellschaft für wissenschaftliche Datenverarbeitung mbH Göttingen (GWDG) in Germany. The Terms of use for the GWDG apply: <u>https://www.gwdg.de/about-us/catalog/terms-and-conditions/terms-of-use</u>
- b) A system backup is executed every 24 hours.
- c) Data will not be archived.
- d) The User can edit or delete their chat messages via the respective menu in the browser and client app. This action may affect the integrity of communication threads. Therefore, it may be necessary to consider whether any individual MPI concerns exist requiring the integrity of affected communication.
- e) The Team Administrator(s) of a Team has/have the authority to request for permanent deletion of the entire Team or individual channel(s) of the Team by the Minerva Messenger system administrator. To ask the permanent deletion of a Team or channel(s) of the Team, please get in touch with the system administrator via minervamessenger [at] mpdl [dot] mpg [dot] de. This action may affect the integrity of communication threads. Therefore, it may be necessary to consider whether any concerns of an individual MPI or Team and/or channel member exist requiring the integrity of affected communication.
- f) File attachments are restricted to a size of 100 MB.

4. Plugins

Minerva Messenger offers users external third-party add-on services ("Third Party-Plugins"). The users can find a list of the third-party plugins under https://kb.minervamessenger.mpdl.mpg.de/plugins/. The Max Planck Digital Library and the Minerva Messenger Service only provide an interface for third-party plugins.

The Max Planck Digital Library and the Minerva Messenger Service do not influence the functionality, content, and availability of the services offered within the use of third-party plugins. Therefore, the Max Planck Digital Library and the Minerva Messenger Service do not owe the correct functionality and availability of the services offered within the use of the third-party plugins.

Legal provisions of third parties may apply in the use of third-party plugins. In applying third-party plugins legal regulations, contradictions between these terms of service and Third Party-Plugin regulations may occur. In case of rejection, the rules of the providers of the Third Party-Plugin shall apply.

5. Bot Accounts

The usage of bot accounts is voluntary. The access token is deactivated by default and is only activated when you send us an email to minervamessenger [at] mpdl [dot] mpg [dot] de in which the purpose of the use or the use case should be clarified. After enabling the token, you agree that you are responsible for all use(s) related to the bot account. The Max Planck Digital Library reserves the right, at its sole discretion, to change or disable the bot account for data protection.

6. Contact

Questions about the Terms of Service should be sent to: minervamessenger [at] mpdl [dot] mpg [dot] de