

User Agreement

1. All users are obliged to be instructed by the supervisory staff for the proper and safe use of the machines and tools.
2. After the successful participation in the instruction course and the signing of this user agreement, a user card is provided.
3. The Makerspace is open to all persons with a valid user card during regular opening hours; the pass must be presented to the supervisory staff upon request.
4. The user card gives access to the building and to the Makerspace itself; the log-in/log-out times are stored.
5. In addition, each user enters the number of his or her user card in a list provided; any damage caused by the user to the equipment or in the room must be reported to the supervisory staff immediately and noted in the list.
6. All users are responsible themselves for complying with the relevant safety regulations and this user agreement when making and using items in the makerspace.
7. All users are furthermore obliged to observe the operating and safety instructions given by the supervisory staff and the written instructions on the machines as well as to observe the specially marked danger zones and to adjust their behavior accordingly.
8. All users must behave in such a way that proper and safe operation is not impaired and other persons are not endangered, harassed or obstructed.
9. The use of all facilities of the Makerspace is at your own risk.
10. All users are obliged to treat all facilities, all equipment and especially machines and tools properly and to use them for their intended purpose. The users are liable for all damages caused by their fault.
11. The users have to bear the costs for expendables.
12. The machines and tools of the Makerspace may not be used for production purposes. Machines and tools provided by KIT institutes may not be used for commercial purposes. These machines and tools are marked accordingly.
13. The users confirm and assure that the products they produce in the Makerspace are not used for illegal purposes, in particular that they are not products which fall under the German Weapons Act or which are suitable as weapons or parts for the production of weapons.
14. The users are liable for damages caused by the violation of copyrights or industrial property rights of third parties and indemnify the cooperation partners of the Makerspace in this respect.
15. Unauthorized changes to software and hardware configurations are not permitted. In case of possible additional software requirements, the supervising staff has to be informed.
16. The Makerspace is a place for experimentation. Neither the cooperation partners of the Makerspace nor the assigned supervisory staff vouch for the fact that a recommended technical procedure leads to the desired success.
17. Neither the cooperation partners of the Makerspace nor the assigned supervisor are liable for the loss or damage of items, clothing or glasses brought along. No liability is assumed for the storage of items.
18. Users are obliged to disclose the intended use of their project to the supervisory staff in case of justified suspicion of a violation of this user agreement. The supervisory staff reserves the right to reject or cancel projects.
19. Smoking in the Makerspace and in the event rooms is prohibited, as is the consumption of alcoholic beverages, drugs or other addictive substances. Bringing animals into the Makerspace is not allowed.
20. Photography for private use is generally permitted; photography for media or commercial use is generally prohibited and requires the prior consent of the cooperation partners of the Makerspace in individual cases.
21. Photos and videos will be taken in the Makerspace and in the event rooms for the media support of the cooperation partners of the Makerspace on facebook, for the website, for the press and for documentation purposes.

- 22. Within the scope of courses of the cooperation partners, the supervisory responsibility of minors lies with the school/parents/guardians, etc.
- 23. ZEISS has a public liability insurance policy, but is not liable if users are injured during their work in the Makerspace. Any treatment costs must be claimed through the user's health insurance. If a user injures another person while working in the Makerspace, the person who operated the machine is liable.
- 24. a) The liability of the cooperation partners of the Makerspace is limited to property damage and financial losses caused by intent and gross negligence.

b) Deviating from a), the cooperation partners of the Makerspace are liable for intent and negligence in case of breach of essential contractual obligations. Material contractual obligations are those obligations that protect the legal positions of the users that are material to the contract and that are to be granted to them according to the content and purpose of this user agreement. Furthermore, essential contractual obligations are those whose fulfillment enables the proper execution of this user agreement in the first place and on whose compliance the user could regularly rely.

c) In deviation from b), in the event of a breach of essential contractual obligations due to simple negligence, liability shall be limited to foreseeable, contract-typical and direct damages.

d) The exclusions and limitations of liability shall not apply to claims under the Product Liability Act, to claims based on fraudulent conduct, to liability for guaranteed characteristics and to claims based on injury to life, limb or health.

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Place, Date

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Name in block capitals

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Signature (of legal guardian in the case of minors)