

This is a human-readable summary of (and not a substitute for) the General Terms and Conditions.

Disclaimer: This summary is not a part of the General Terms and Conditions. It is just a human-readable summary for understanding the full terms.

We want to motivate and enable people around the world to:

- develop models (knowledge) on various topics (jointly or independently – by using the qualitative cause-and-effect modeling approach on KNOW-WHY.NET) and to
- publish it under a free and open license ([Creative Commons Attribution 3.0 Unported \(„CC BY“\)](#)) on KNOW-WHY.NET in order to exchange and disseminate models effectively and globally, free of charge.

We are providing an infrastructure (on KNOW-WHY.NET) to:

- develop, present, discuss, review, exchange and disseminate models worldwide, free of charge.

You are free to:

- **share** – copy and redistribute the models (published on KNOW-WHY.NET)
- **adapt** – remix, transform and build upon the models

for any purpose, even commercially. The licensor cannot revoke these freedoms as long as you follow the license terms.

- **contribute** – develop own models and publish it under a free and open license on KNOW-WHY.NET in order to disseminate it globally, free of charge.
- **register** – e.g. for a profile on KNOW-WHY.NET, free of charge.

Under the following conditions:

- **Lawful behaviour:** You do not violate copyright or other laws. This includes in particular (but not exclusively) that you do not use models (or main parts of it) without mentioning the source (giving credit to the author), you omit misrepresentation and deceptive acts, you do not publish models (to which you hold no or not the sole copyright) without authorization, and you do not use any insulting or defamatory contents or any pornographic materials or any contents that violate any applicable legislation for the protection of minors, or any contents protected by law without authorization.
- **General Terms and Conditions:** You adhere to the below General Terms and Conditions when you visit our sites or participate in our community.
- **Civility:** You support a civil environment and do not harass other users.
- **You license freely your contributions (models):** you generally must put your contributions (models) and edits to KNOW-WHY.NET under a free and open license ([Creative Commons Attribution 3.0 Unported \(„CC BY“\)](#)).
- **Responsibility:** You are solely responsible for your edits and contributions (e.g. models).
- **No professional advice:** the content of models contributed to KNOW-WHY.NET is for informational purposes only and does not constitute professional advice.

We have the right to:

- delete contributions, models and profiles that violate our rules.

KNOW-WHY.NET General Terms and Conditions (hereafter GTC)

§1 Our Services

1. Our mission (Consideo) is to promote the availability and transfer of (cause-and-effect) models (knowledge) worldwide. However, we act only as a hosting service, maintaining the infrastructure and organizational framework that allows our users to get involved in our community by contributing and editing models themselves.

2. The term model is defined as a cause-and-effect model, which was created with the iMODELER (or other Consideo tools). This includes in particular (but not exclusively) all the factors contained therein, connections, definitions, assumptions, weights, delays, formulas, data, insights, analysis and simulation results, presentations and all it contains textual and non-textual content and media.

3. **We do not take an editorial role:** Because the KNOW-WHY.NET Websites are collaboratively edited, all of the content that we host is provided by users like yourself. You are legally responsible for your edits and all kind of contributions (e.g. models) on KNOW-WHY.NET (hereafter content). We do not take an editorial role. This means that we generally do not monitor or edit the content provided by the users. Instead, we simply provide access to the content that your fellow users have contributed and edited. Therefore, we do not take any responsibility for this

content. Similarly, we do not endorse any opinions expressed via our services, and we do not represent or guarantee the truthfulness, accuracy, or reliability of any submitted community content.

4. Our content is for general informational purposes only: Although we host a great deal of information that pertains to professional topics, this content is presented for general informational purposes only. It should not be taken as professional advice.

§2 Free membership, account, login details

1. Basically, anyone can use KNOW-WHY.NET as a “passive member” free of charge. In this case, a registration is not necessary. In addition, you do not need a separate account in order to review the models published on KNOW-WHY.NET or to test modeling.
2. If you would like to become an „active member“ (free of charge) in order to contribute your own models or to use models published on KNOW-WHY.NET directly, you must pre-register and set up your own account.
3. In order to set up your own account, you must select a password. You are obliged to keep this password secret. For security reasons and to prevent misuse, you are recommended to change your password at regular intervals. You are solely responsible for safeguarding and storing your account login details (username and password).
4. Each user may only create one user account. The user is not permitted to allow third parties to use its user account.
5. You are obliged to ensure that all of the data you provide is accurate and complete for the entire duration of the agreement.

§3 Content and actions of users

1. You are responsible for your own actions. You are legally responsible for your edits and contributions on KNOW-WHY.NET, so for your own protection you should exercise caution and avoid contributing any content that may result in criminal or civil liability under any applicable laws. We generally cannot offer any protection, guarantee, immunity or indemnification.
2. You understand that, unless otherwise agreed to in writing by us, you have no expectation of compensation for any activity, contribution, or idea that you provide to us, the community, or KNOW-WHY.NET.
3. You are solely responsible for your use of any third-party websites or resources. Although your models or content contain links to third-party websites and resources, we do not endorse and are not responsible or liable for their availability, accuracy, or the related content, products, or services (including, without limitation, any viruses or other disabling features), nor do we have any obligation to monitor such third-party content.
4. Although you have considerable freedoms for re-use of the models and content contributed to KNOW-WHY.NET, it is important that we protect our trademark rights so that we can protect our users from fraudulent impersonators. Because of this, we ask that you please respect our trademarks. All KNOW-WHY.NET trademarks belong to Consideo, and any use of our trade names, trademarks, service marks, logos, or domain names must be in compliance with these GTC.
5. You agree that your content published on KNOW-WHY.NET can be used by Consideo for marketing purposes - free of charge and unlimited in time. This includes in particular (but not exclusively) that your comments on your own but also to other models, for example, can be used in the sense of a customer voice (reference) by Consideo in the above mentioned way.

§4 Refraining from Certain Activities

1. KNOW-WHY.NET relies on a vibrant community of users like you promoting the availability and transfer of free models (knowledge) worldwide. We happily welcome your participation in this community. We encourage you to be civil and polite in your interactions with others in the community, to act in good faith, and to make edits and contributions aimed at furthering the mission of KNOW-WHY.NET. Certain activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability. Therefore, for your own protection and for that of other users, you may not engage in such activities on our sites.
2. The user is obliged not to use KNOW-WHY.NET a) to promote any communities or associations which are under surveillance by authorities responsible for public safety or the protection of minors, b) for actions violating these GTC and the law, or c) to carry out or promote illegal activities.

The user shall not manipulate identifiers in order to disguise the origin of any message, model or content published on KNOW-WHY.NET. The user may not pretend that he or she is, or that he or she represents, someone else, or impersonate any other individual or entity.

3. You as the user are obliged to comply with all applicable legislation, and respect all third-party rights. The user are obliged not to use a) any insulting or defamatory contents or any pornographic materials or any contents that violate any applicable legislation for the protection of minors, or b) any contents protected by law without authorization.

4. The user is obliged to report any activities of any other user which violate applicable laws or any of the terms and conditions of these GTC (including the use of pseudonyms or false identities) using the contact form available at all KNOW-WHY.NET.

5. We reserve the right to enforce the above mentioned terms in our sole discretion. For this, we are entitled to remove any illegal or prohibited data and/or information from KNOW-WHY.Net, and/or to block the relevant account or access, and/or to ban the relevant person as a user without prior notice to the user.

§5 Restrictions

1. The user agrees not take any action that a) imposes an unreasonable or disproportionately large load on the Consideo's infrastructure (iMODELER-Services, Consideo-Websites, KNOW-WHY.NET-Websites, server, networks), or any systems or networks connected to the Consideo-Websites or iMODELER-Services or KNOW-WHY.NET-Websites, or b) to interfere or attempt to interfere with the proper working of the Consideo's infrastructure (iMODELERServices, Consideo-Websites, KNOW-WHY.NET-Websites, server, networks), or any other person's use of it.

2. The user shall not a) probe, scan or test the vulnerability of the iMODELER-Services, Consideo-Websites, KNOW-WHY.NET-Websites or any network connected to it, nor breach the security or authentication measures on the iMODELER-Services, Consideo-Websites, KNOW-WHY.NET-Websites or any network connected to it, b) reverse look-up, trace or seek to trace any information on any other user of or visitor of the iMODELER-Services, Consideo-Websites, KNOW-WHY.NET-Websites, or any other customer or user of Consideo, including any Consideo user account not owned by the user, to its source, or exploit the Consideo-Websites, KNOW-WHY.NET-Websites or iMODELER-Services or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, c) use any device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Consideo-Websites, iMODELER-Services, KNOW-WHY.NET-Websites or any content, or d) modify, adapt, copy or translate the iMODELER-Service, Consideo-Websites, KNOW-WHY.NET-Websites or any contents. The user shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code.

3. Per User-Account not more than 500 MB storage/memory capacity are available.

§6 Privacy policy

1. On KNOW-WHY.NET we recognize that privacy is important. KNOW-WHY.NET complies with the Legal Framework regarding the collection, use, and retention of data of Germany and the European Union. All server used by Consideo are located in Europe.

2. Details concerning the processing of the data of the users are governed by the privacy policy of Consideo that can be accessed by other sites from Consideo. For more information, click [here](#)

§7 Publications on KNOW-WYH.NET

1. You decide on your own responsibility which models you want to publish on KNOW-WHY.NET. This also applies to the users of the free accounts (FREEWARE).

2. Unpublished models are neither visible nor accessible to third parties.

3. To publish a model, you must press the appropriate function button (under Menu - Share) and select one of the following forms of publication:

- a) Publication of single connections: Your entire models are neither visible nor accessible to third parties. Just single connections are visible – as suggestions for direct connections (dependencies) to support the development of new models by third parties. Therefore, your models support only the search for direct connections (dependencies) as one of the main function of our KNOW-WHY.NET database.

- b) Publication of the entire model: Third parties can review and use your entire models (or parts of it). In addition, your models support the search for direct connections (dependencies) on KNOW-WHY.NET.

4. You can always hide your publications. But you cannot revoke the license (see under § 8).

§8 Licensing of Models (Content)

1. To promote the availability and transfer of free models (knowledge) worldwide, all users contributing to KNOW-WHY.NET are required to grant broad permissions to the general public to re-distribute and re-use their contributions (models) freely, so long as that use is following the license terms.

2. In keeping with our goal of providing free models (knowledge) to the widest possible audience, we require that all submitted models will be published under a free and open license (see below) so that it is freely reusable by anyone who cares to access it.

3. You agree to the following licensing requirements:

- a) **Models to which you hold the copyright:** When you submit a model to which you hold the copyright, you agree to publish it under the following license:

- Creative Commons Attribution 3.0 Unported („CC BY“)

Please note that this is the most free CC license form in order to achieve maximum dissemination and use of models contributed to KNOW-WHY.NET. This license lets others distribute, remix, tweak, and build upon your work, even commercially, as long as they credit you for the original creation.

- b) **Attribution:** Attribution is an important part of these licenses. We consider it giving credit where credit is due – to authors like yourself. When you contribute a model on KNOW-WHY.NET, you agree to be attributed in any of the following fashions:

- i. Per factor the author and the name of the model are listed in the proposed list for direct connections (dependencies).
- ii. When models are inserted, all the authors of the inserted models are automatically listed in the model description (under menu - model properties) as well as the name of the inserted model. This function supports the user to comply with the duty of attribution.

- c) **Models to which you hold no or not the sole copyright:** You may contribute models to KNOW-WHY.Net that you have found elsewhere or that you have co-authored with others, but in such case you warrant that the model is available under terms that are compatible with the CC BY License (Creative Commons Attribution 3.0 Unported („CC BY“)). You agree that, if you contribute models under a CC BY license that requires attribution, you must credit the author(s) in a reasonable fashion. Where such credit is commonly given through model histories, it is sufficient to give attribution in the edit summary, which is recorded in the model history, when contributing the model.

- d) **Non-text media in your models contributed to KNOW-WHY.NET:** When you contribute models containing non-text media, you agree to comply with the requirements of the CC BY License (Creative Commons Attribution 3.0 Unported („CC BY“)) at your sole risk – allowing an unrestricted re-use and re-distribution of non-text media. You will be solely responsible for publishing non-text media.

- e) **No revocation of license:** Except as consistent with the CC BY license (Creative Commons Attribution 3.0 Unported („CC BY“)), you agree that you will not unilaterally revoke or seek invalidation of any CC BY license that you have granted under these GTC for models contributed to KNOW-WHY.NET, even if you terminate use of our services.

- f) **Re-use of models:** Re-use of models that we host is welcome. Any re-use must comply with the underlying CC BY license (Creative Commons Attribution 3.0 Unported („CC BY“)). When you re-use or re-distribute a model (or main or relevant parts of it) that you have obtained from KNOW-WHY.NET, you agree to attribute the authors in the model properties in any of the following fashions:

- i. Through hyperlink (where possible) or URL to the model that you are re-using (e.g. by using the so called read-only-link or the page of the model at KNOW-WHY.NET);
- ii. Through hyperlink (where possible) or URL to the autor (e.g. by using the profile page of the autor at KNOW-WHY-.NET);

g) Modifications or additions to models that you re-use When modifying or making additions to any model that you have obtained from KNOW-WHY.NET, you agree to clearly indicate the changes.

§ 9 Compliance with the copyright policy

1. We want to ensure that the models that we host can be re-used by other users without fear of liability and that it is not infringing the proprietary rights of others. In fairness to our users, as well as to other creators and copyright holders, our policy is to respond to notices of alleged infringement that comply with the formalities of both the Digital Millennium Copyright Act (DMCA) and the Copyright Directive of the EU (2001/29/EC). Pursuant to both the DMCA and the Copyright Directive of the EU, we will terminate, in appropriate circumstances, users and account holders of our system and network who are repeat infringers.

2. However, we also recognize that not every takedown notice is valid or in good faith. In such cases, we strongly encourage users to file counter-notifications when they appropriately believe a takedown demand is invalid or improper.

3. If you are the owner of a model or content that is being improperly used on KNOW-WHY.NET without your permission, you may request that the model or content be removed under the DMCA or the Copyright Directive of the EU. To make such a request, please email us at info@consideo.de or snail mail (address: see under contact).

§10 Feedback-system

1. Our feedback-system is an important part of KNOW-WHY.NET. We consider it giving credit where credit is due – to authors like yourself. When you contribute a model (or parts of it) on KNOW-WHY.NET, you agree that your model (or parts of it) will be evaluated by other users.

2. Users can leave feedback after reviewing models contributed to KNOW-WHY.NET. We generally do not monitor or check the feedback provided by the users, thus the feedback may be inaccurate or misleading.

3. Users are required to carry out the review only truthfully. The output from user's reviews (feedback) must be objective and exclusively relate to the extent to which the user is viewing the rated models (or parts of it) for accurate and useful. Basically, if the user decides to use the model (or parts of it) the feedback should be positive.

4. Any improper use of the feedback-system (manipulation) is prohibited. In particular, it is forbidden to submit ratings about oneself – directly or indirectly (by third parties).

5. If we see feedback that doesn't follow our above mentioned guidelines, it will be removed.

§11 Ranking-system

1. Our ranking-system is an important part of KNOW-WHY.NET, too. We consider it giving credit where credit is due – to authors like yourself. You agree that

- a) your user profile contains a (total and individual) statistics of your previous contributions (models and connections). This includes in particular (but not exclusively) the following information
 - i. total number of your models (and/or connections) contributed to KNOW-WHY.NET
 - ii. total number of positive and negative reviews per model or connection)
 - iii. total number of views or clicks per model or connection
 - iv. total number of user per model or connection
- b) we continuously create a ranking (e.g. a top-ten list published on KNOW-WHY.NET) based on the above data, in order to reward the best contributors on KNOW-WHY.NET.

§12 Disclaimers

1. On KNOW-WHY.NET we do our best to provide models (knowledge) to a very wide audience, but your use of our services is at your sole risk. We provide these services on an "as is" and "as available" basis, and we expressly disclaim all express or implied warranties of all kinds, including but not limited to the implied warranties of merchantability,

fitness for a particular purpose, and non-infringement. We make no warranty that our services will meet your requirements, be safe, secure, uninterrupted, timely, accurate, or error-free, or that your information will be secure.

2. We are not responsible for the models, content, data, or actions of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. No advice or information, whether oral or written, obtained by you from us or through or from our services creates any warranty not expressly stated in these GTC.

3. Any material downloaded or otherwise obtained through your use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any model, content or communication maintained by the service. We retain the right to create limits on use and storage at our sole discretion at any time with or without notice

4. Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full depending on the law.

§13 Limitation on Liability

We will not be liable to you or to any other party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, models, data, or other intangible losses, regardless of whether we were advised of the possibility of such damage. In no event shall our liability exceed one thousand EURO (EUR 1000.00) in aggregate. In the case that applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, the above limitation or exclusion may not apply to you, although our liability will be limited to the fullest extent permitted by applicable law.

§14 Termination

1. Though we hope you will stay and continue to contribute to KNOW-WHY.NET, you can stop using our services and/or delete your account any time.

2. In certain circumstances it may be necessary for either ourselves or the KNOW-WHY.NET community or its “members” (as described in § 6) to terminate parts or all of our services, terminate these GTC, block your account or access, or ban you as a user. If your account or access is blocked or otherwise terminated for any reason, your public contributions will remain publicly available (subject to applicable policies), and, unless we notify you otherwise, you may still access our public pages for the sole purpose of reading publicly available content. In such circumstances, however, you may not be able to access your account or settings. We reserve the right to suspend or end the services at any time, with or without cause, and with or without notice. Even after your use and participation are banned, blocked or otherwise suspended, these GTC will remain in effect with respect to relevant provisions.

§15 Changes to services

1. We reserve the right to modify the services offered on KNOW-WHY.NET or to offer services different from those offered at the time of the user’s registration at any time unless this is unreasonable for the user.

2. We furthermore reserves the right to modify the services offered on KNOW-WHY.NET or to offer services different from those offered at the time of the user’s registration at any time

- a) if the modification is only beneficial to the user,
- b) if the modification is of a purely technical or process-related nature without any material impact on the user,
- c) to the extent we are obliged to ensure the services that we offer are in compliance with legislation incumbent upon the services, particularly in the event of a change to said legislation,
- d) to the extent we are therefore deemed to have complied with a legal judgement or decision by the authorities, or
- e) to the extent the respective modification is required to eliminate any existing security gaps.

3. Modifications that only have a minor impact on KNOW-WHY.NET-functionality do not represent changes to the services described in this section. This shall apply in particular to changes of a purely graphical nature and to a change of layout and/or placement of features.

§16 Changes to GTC

1. We reserve the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to the user. We will give due notice to the user regarding amendments to these GTC. If the user does

not object to the validity of the revised GTC within six (6) weeks of receipt of said notice, the amended GTC shall be deemed accepted by the user. In its notice, we will inform the user about the user's right to object and the importance of the objection deadline.

Your continued use of our services after the new GTC become official following the notice and review period constitutes an acceptance of these GTC on your part. For the protection of Consideo and other users like yourself, if you do not agree with our GTC, you cannot use our services.

2. We also reserve the right to modify the GTC

- a) if the modification is only beneficial to the user,
- b) if the modification is of a purely technical or process-related nature without any material impact for the user,
- c) to the extent Consideo is obliged to ensure the GTC comply with legislation incumbent thereon, particularly in the event of a change to said legislation
- d) to the extent we are therefore deemed to have complied with a legal judgement or decision by the authorities, or
- e) to the extent we introduce supplementary, completely new services or service components requiring a service description in the GTC, unless this has a detrimental impact on the use relationship to date.

We will notify users of such changes to its GTC, e.g. via KNOW-WHY.NET

§17 Place of jurisdiction, place of performance and application of law

For all possible disputes with Consideo from a business relation or its initiation – insofar legally admissible – the head office of Consideo is agreed upon as place of jurisdiction. The place of performance is the head office of Consideo.

§18 Final clause, miscellaneous, partial ineffectiveness

1. Should individual items of these clauses be ineffective, this does not affect the effectiveness of the other clauses. The ineffective clause is replaced by the valid clause which in its economic effect comes closest to the clause which is not effective.
2. These GTC shall be governed by and construed in accordance with German Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by German Law.
3. The Software License Agreement of Consideo as well as the General Terms and Conditions of Consideo are integral parts of the General Terms and Conditions for KNOW-WHY.NET.
4. The German Version of this agreement will be used when interpreting or construing this Agreement.
5. Unless otherwise stated in these GTC, Consideo may submit all notices to the user by email, fax or post to the addresses given in the user's current contact data in his or her user account.

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