

**Terms of Use for Electronic Communications over the Virtual Post Office (VPS)  
of the German Emissions Trading Authority (DEHSt) in the Federal  
Environment Agency (UBA)  
Version 3.4.0**

## **1 Terms of Use**

(1) This program is protected by copyright (copyright: Governikus GmbH & Co. KG). Only persons and organizations that participate in emissions trading activities within the scope of the Greenhouse Gas Emission Trading Act (TEHG) are authorized to communicate via the Virtual Post Office (VPS) of the German Emissions Trading Authority (DEHSt). In particular, this includes operators as defined in the TEHG, by the state aid-policy for electricity price compensation, verifiers, state agencies, legal representatives, and the German Emissions Trading Authority as the operator of the VPS. These parties may establish post-office boxes only in accordance with their own roles as operators, as verifiers (expert witnesses and certified public accountants), as legal representatives or as state agencies. These users are granted the basic right of use to execute the software with the purpose to communicate electronically (in a legally secure and encrypted way). Exchanging messages over the VPS of the DEHSt, which do not relate to the business processes derived from the enforcement tasks of the DEHSt, is not permitted.

(2) Online access will be granted only after clearance is given by the DEHSt once the user supplies adequate proof of identification.

(3) For Log-in, a 2-Factor-Authentication is required.

(4) When users utilize electronic certificates (e.g. signature cards) they are obligated to comply with the respective terms of use of their certificate authorities.

(5) The user is responsible for the security of his or her access data, sending protocol and the VPS-messages he or she sends, and for the retrieval and safeguarding of delivered VPS-messages. If the user loses his or her access data, access cannot be reactivated and the user bears the responsibility for not being able to retrieve delivered VPS-messages.

(6) DEHSt electronic administrative acts are deemed to have been announced on the third day after being dispatched according to Section 41(2) VwVfG.

(7) The users are obliged to regularly check their mailbox for incoming messages. The automated email notification of incoming messages in the VPS server, which is part of the mailbox, is an additional service and does not replace you checking your VPS mailbox regularly.

(8) If the user does not retrieve delivered messages from the VPS of the DEHSt within six months, these messages will be removed from the system.

## 2 Availability

(1) The UBA provides no warranty that the user will have online access to the VPS at any given time. In particular, the UBA assumes no warranty in cases of malfunctions, interruptions or any failure of the VPS. The UBA will nevertheless strive to ensure 99.5% availability. The UBA shall make efforts to limit maintenance work on the system to the least possible amount of time and to announce this in advance.

## 3 Deletion of post office box

(1) Post office boxes that are suspended in the directory service of the VPS (registration server) are deleted by DEHSt after a six month period.

(2) DEHSt will delete the post office box, if the address encryption certificate of the post office box is not renewed within two years after its expiration.

## 4 Liability Disclaimer

(1) The Federal Environment Agency (UBA) and its civil servants are not liable for damages (e.g., direct or indirect damages, losses or costs, lost profits, damages based on an interruption in operations, damages due to losses of programs or data in the information system of the user, etc.), which come about through use of the post office box application, except if it is verifiable that the UBA or its civil servants have acted intentionally or with gross negligence. The liability disclaimer is not valid, insofar as it concerns damages based on injury to life, body or health or insofar as the provisions of Sect. 839 of the German Civil Code in connection with Article 34 of the Federal Constitution apply.

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(3) The UBA is not liable for damages, which come about due to the user's faulty operation of the post office box application with respect to any potential operating instruction in the User's Manual. The UBA recommends that the User's Manual be read before starting use and that the instructions in the User's Manual be observed during use.

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(5) The UBA assumes no liability for possible damages that come to exist, because a third party gains possession of the respective password und the respective application installation.

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## 5 Misuse of Contact data

The user may not send information having no relation to the business processes of DEHSt to locations indicated by contact data, which are published in the address book of the post office box application, like post and email addresses, and telephone and fax numbers.

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JAXB Core	2.3.0.1	jaxb-core-2.3.0.1.jar	CDDL Version 1.1
JAXB Runtime	2.3.6	jaxb-runtime-2.3.6.jar	Eclipse Distribution License - v 1.0
JAXB2 Basics Runtime	0.12.0	jaxb2-basics-runtime-0.12.0.jar	BSD Licence 2
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Woodstox	6.5.1	woodstox-core-6.5.1.jar	Apache Software License 1.1

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(3) Der Lizenznehmer darf die Bezeichnung "OSCI" in Zusammenhang mit der Verwertung

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(1) Der Lizenznehmer erhält das Recht, den Quelltext der OSCI-Bibliothek, so wie er ihn erhalten hat, auf beliebige Weise zu bearbeiten. Bearbeitungen der Bibliothek dürfen nicht die Urheberpersönlichkeitsrechte der Schöpfer verletzen.

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### § 4 Rechte zur Verwertung im Objektcode oder in ausführbarer Form

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### § 5 Rechte zur Verwertung von Gesamtprogrammen

(1) Der Lizenznehmer darf die Bibliothek mit anderen eigenständigen Programmen, die nicht unter diesen Lizenzbestimmungen zu stehen brauchen, zu einem Gesamtprogramm kombinieren und dieses Gesamtprogramm verwerten.

(2) Bei einer Verwertung der Bibliothek im Rahmen eines Gesamtprogramms kommen diese Lizenzbestimmungen nur für die Bibliothek selbst, nicht aber für das Gesamtprogramm insgesamt oder das mit der Bibliothek kombinierte Programm zur Anwendung. Etwas anderes gilt nur dann, wenn sich das Gesamtprogramm als Bearbeitung der Bibliothek darstellt. In diesem Fall darf das Gesamtprogramm entsprechend § 8 Absatz 1 nur unter diesen Lizenzbestimmungen verwertet werden. Das Gesamtprogramm stellt solange keine Bearbeitung der Bibliothek dar, wie der Quelltext der Bibliothek und der Quelltext anderer Teile des Gesamtprogramms in unterschiedlichen Dateien gespeichert sind.

### § 6 Rechte zur Verwendung des Lizenztextes

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### Abschnitt 3: Nutzerpflichten

#### § 7 Pflichten bei der Verwertung des unveränderten Quelltextes

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b) ein deutlicher Hinweis auf eine allgemein zugängliche Internet-Adresse angebracht wird, unter der jedermann den vollständigen Quelltext kostenfrei herunterladen kann.

#### § 10 Zusätzliche Pflichten bei der Verwertung in Gesamtprogrammen

(1) In jedem Fall der Verwertung der Bibliothek im Rahmen eines Gesamtprogramms gem. § 5 dieser Lizenzbestimmungen hat der Lizenznehmer neben den sonstigen aus den §§ 7-9 bestehenden Verpflichtungen - durch einen deutlichen Hinweis darauf aufmerksam zu machen, dass die Bibliothek in dem Gesamtprogramm enthalten ist und dass diese nur unter den vorliegenden Lizenzbestimmungen verwertet werden darf.

(2) Wenn das Gesamtprogramm während des Ablaufs Urheberrechtshinweise anzeigt, müssen die Hinweise auf die Urheber und die Inhaber der Nutzungsrechte an der OSCI-Bibliothek,

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(3) Wendet der Lizenznehmer auf die Bibliothek oder ein Gesamtprogramm technische Schutzmaßnahmen (z.B. Kopierschutzsysteme) an und werden dadurch Verwertungen der unveränderten

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#### Abschnitt 4: Abweichungen von den Lizenzbestimmungen und Erlöschen der Rechte

##### § 11 Sondervereinbarungen

Abweichungen von diesen Lizenzbestimmungen sind möglich, wenn zwischen dem Lizenzgeber und dem Lizenznehmer besondere schriftliche Vereinbarungen abgeschlossen werden. Diesbezügliche Anfragen können an die Adresse [bibliothek@osci.de](mailto:bibliothek@osci.de) gerichtet werden.

##### § 12 Rechte Dritter und staatliche Verbote



Ist der Lizenznehmer aufgrund der Rechte Dritter oder staatlicher Verbote verpflichtet, bei der Verwertung der Bibliothek von den Regelungen dieser Lizenzbestimmungen ganz oder teilweise abzuweichen, ist ihm die Verwertung der Bibliothek insgesamt untersagt.

### § 13 Erlöschen der Rechte bei Verstoß gegen die Lizenzbestimmungen

(1) Verstößt der Lizenznehmer gegen diese Lizenzbestimmungen, erlöschen seine Nutzungsrechte an der Bibliothek unmittelbar mit Wirkung auch für die Vergangenheit.

(2) Das Erlöschen der Nutzungsrechte nach Absatz 1 hat auf die Rechte anderer Nutzer keinen Einfluss, solange diese selbst die Lizenzbestimmungen nicht verletzen.

## Abschnitt 4: Haftung und Gewährleistung

### § 14 Haftung und Gewährleistung des Lizenzgebers

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## Abschnitt 5: Sonstige Klauseln

### § 15 Anwendbares Recht, Gerichtsstand

(1) Auf diese Lizenzbestimmungen findet deutsches Recht Anwendung.

(2) Soweit die Lizenznehmer Kaufleute, juristische Personen des öffentlichen Rechts oder öffentlich-rechtliche Sondervermögen sind, ist der Gerichtsstand Bremen.

### § 16 Salvatorische Klausel

Stellt sich eine der vorstehenden Klauseln als unwirksam heraus, berührt dies die Wirksamkeit dieser Lizenzbestimmungen im Übrigen nicht.

## Anhang: Wie wird die OSCI-Bibliothek unter die Bremer Lizenz für freie Softwarebibliotheken gestellt?

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Version 1.0

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