

## **Terms and conditions for use of the online portal provided by FAU's reporting channel pursuant to the Whistleblower Protection Act (Hinweisgeberschutzgesetz)**

### **1. Area of Validity**

(1) These terms and conditions for use refer to the online portal provided by FAU's reporting channel pursuant to the Whistleblower Protection Act (HinSchG)

(2) These terms and conditions of use are also available online as a pdf file.

### **2. Reporting Procedure and Transfer of Data**

(1) Use of the online portal is voluntary. You can abort the process at any time.

(2) If you give your name when making the report, we may forward your personal data to FAU. If you use a pseudonym to make your report, we will not forward your personal data to FAU unless it becomes apparent that you have knowingly made false statements that are aimed at damaging FAU or that are punishable. We cannot contact you if you make an anonymous report. In this case, we cannot allocate you a new password either.

(3) Your personal data are saved in a separate table. A unique reference number is allocated to your report to allow it to be assigned specifically to the case.

(4) If you choose to submit your report by telephone, we will enter it into the online portal. This allows us to ensure a consistent level of security, uniform processes and a coherent information chain.

(5) During the reporting procedure, you are required to set a password and you receive a case number from us. Keep this case number and your password (together: log-in credentials) in a safe place that cannot be accessed by third parties.

(6) First of all, we check whether your report falls under the area of application of the HinSchG. We inform you of the result by making an entry in the online portal. You require your log-in credentials in order to view it.

(7) If our checks indicate that the report does not fall under the area of application of the HinSchG, we are not obliged to pursue the matter further. If the report does fall under the area of application of the HinSchG, we will forward the information and files you have provided to FAU for further processing. We may require further information from you in order to check whether the HinSchG applies and for processing the report. In this case, we will inform you via the online portal. Please check it regularly.

(8) If we or FAU ascertain that the information you have passed on indicates that a criminal offense has been committed, FAU may involve investigative authorities. In these cases, we may require your assistance. We will inform you via the online portal.

### **3. Rights and Obligations**

(1) We hereby expressly prohibit you from forwarding your log-in credentials to other individuals, organizations, public institutions, authorities, press or social media services. Only you are permitted to access the case. We reserve the right to check this using the IP address.

(2) If we determine that it was not you who accessed the portal, we reserve the right to lock access to the online portal, on a temporary or permanent basis.

(3) You are obliged to provide all information to the best of your knowledge and belief. If you have made any statements that you know to be incorrect, FAU is entitled to pursue this matter in and out of court.

#### **4. Concluding Provisions**

If individual provisions of these terms and conditions of use are invalid or unenforceable, this shall not affect the validity of the other provisions.

Status: 18. October 2023