

Assignment Conditions

(English Translation)

1. Assignment

1.1. The ASSIGNOR irrevocably assigns all of his claims of monetary value (including, inter alia, his tort, compensation and unjust enrichment claims) for the violation of his rights to data protection and any other violation of his rights to privacy, personhood and contracts as a consumer, contracting partner and user of facebook.com by the Facebook group and/or affiliated companies (including, inter alia, Facebook Ireland Ltd. and Facebook Inc.) to the PLAINTIFF (Maximilian Schrems, 1060 Vienna, Austria).

1.2. The assignment is undertaken by a declaration of assignment (e.g. via app or online form) and is effective upon acceptance by the plaintiff (e.g. through a confirmation email).

1.3. The assignment is based on the simultaneously given order of the assignor to enforce and collect the assigned claims. The plaintiff accepts this order.

1.4. The enforcement of all claims is solely the matter of the plaintiff. He has no duty of enforcement.

2. Financial Matters

2.1. The plaintiff does not receive any monetary benefits. All enforcement is absolutely free of charge.

2.2. The plaintiff guarantees the assignor that no costs will result from the filed law suit and enforcement of the claims by the plaintiff.

2.3. In the case that the enforcement actions will be partly or fully successful, the plaintiff is obliged to instantly forward all monetary benefits to the assignor, based on a pro rata distribution.

2.4. The plaintiff may subtract all necessary and appropriate costs for the enforcement of the claims on a pro rata basis (e.g. costs for legal financing providers, lawyers, court costs, translations, external service providers for organizing the claims, insurance, public relations, expenses, transaction fees or IT services). The plaintiff will try to keep these costs low.

2.5. Payments are only done through wire transfers. Other payment methods are not guaranteed.

2.6. If it is impossible to make a payment to the assignor, despite three efforts to contact him, the payment will expire after one year from the first attempt to contact the assignor.

2.7. Equally, if only a trivial amount of less than €5 would be paid out, payments may not be made.

2.8. The plaintiff is obliged to donate payments that were not paid out (paragraphs 2.6 and 2.7) to nonprofit organizations or projects in the field of data protection and privacy.

3. Settlement

3.1. If the plaintiff settles the claims with the Facebook group or affiliated companies, the negotiation strategy and content of the settlement is solely up to him. He may, for example, primarily aim at getting the Facebook group to respect the law when processing user data and treat the monetary claims as a secondary matter.

3.2. In the case of a settlement, the assignor will be always be paid any monetary benefits on a pro rata basis. The conditions set out in paragraphs 2.1 to 2.8 apply.

4. Termination

4.1. The plaintiff may stop enforcement of the assigned claims and may terminate the contract with the assignor at any time.

4.2. Especially in the case of a high number of assignments, the plaintiff may not accept or terminate some contracts without any reasons and at any time.

4.3. A termination by the assignor is not possible after the plaintiff has accepted the assignment.

4.4. The plaintiff is obliged to reassign all possibly remaining claims to the assignor, if enforcement of the claim is stopped or not further pursued.

5. Communication, Information, Languages, Liability, Jurisdiction and Other Matters

5.1. The assignor is obliged to keep his information up to date, to be available for questions and if necessary as a witness and to submit complete and correct information at any time.

5.2. Emails are the sole form of communication (including all legally relevant statements).

5.3. English and German are the sole languages of communication. The German version of all contracts, conditions and statements is controlling in case of any conflicts.

5.4. The plaintiff is only liable for deliberate culpable conduct. All other forms of liability are excluded.

5.5. Both contracting partners are consumers. Austrian law applies. The legal venue is Vienna.

Information on Data Usage

(English Translation)

Collected Data

The "Assignment-App" collects the following information: The IP-Address of the user, time and data of the assignment, all data that the user provided in the forms, the language choice and the uploaded ID picture. Every user also receives an ID number and a secret code. The App further processes the following information via Facebook: The User-ID, the user name, the name, the email provided and whether users are 'verified' by Facebook. All processed data (except of the ID picture and meta data) will be shown to the user before we store it permanently. The App reacts to non-personal browser information (e.g. language and resolution).

Storage and Deletion of Data

Data will only be stored permanently if you finalize the assignment procedure. If you do not finalize the process your data will be automatically deleted. ID pictures will be encrypted using especially secure public key encryption mechanisms. All data will be deleted as soon as it is not necessary anymore.

Purpose of Data Processing

Data will only be used to enforce the claims of the assignor and for the fulfillment of the contract.

Transfer of Data

Data will only be transferred if this is necessary for the enforcement of claims and the fulfillment of the contract.

Recipients of personal data are therefore presumably the Facebook group, service providers of the controller (e.g. lawyers, service providers for organizing the procedure) and the relevant courts. Your data will only be transferred if absolutely necessary and is only transferred to the minimal extent necessary.

Controller

The controller of this processing operation is Mag. Maximilian Schrems, Schadekgasse 2, 1060 Vienna, Austria.

Languages

If there is a conflict between the English and the German version of this information, the German version is controlling.