

Smart Visitor Flows Berlin

Terms and conditions of participation

Only the German version of this agreement is legally binding; the translation is provided for information purposes only.

Terms and conditions of participation in the 'Smart Visitor Flows Berlin' project

Thank you for participating in the 'Smart Visitor Flows Berlin' project. This research project examines tourists' mobility patterns and visitor flows in Berlin by collecting movement data from volunteer test subjects. The partners in this project are SRH Hochschulen GmbH – in particular the School of Technology and Architecture (TEAC) in the Master of Engineering and Sustainable Technology Management (Focus on Mobility and Automotive Industry) program – and motiontag GmbH.

Starting in 2025, the motiontag app will be used to collect and analyze cross-modal movement data and tourist behavior from volunteers. The project is being carried out in cooperation with VisitBerlin and other partners across tourist attractions, points of interest, and local accommodation providers. In return, these partners receive anonymized mobility data and evidence-based insights into visitor management and sustainable mobility.

By completing your registration in the motiontag app for the 'Smart Visitor Flows Berlin' project, you agree to the following terms and conditions of participation with SRH Hochschulen GmbH and motiontag GmbH.

§ 1 Scope of application

motiontag GmbH provides a smartphone application (hereinafter referred to as 'app') for download, which participants can use to track their movements and mobility behaviour in everyday life and when visiting Berlin (hereinafter referred to collectively as the 'service').

The personal GPS and smartphone data is processed by motiontag as part of this project and then made available to the Smart Visitor Flows Berlin research group at SRH Hochschulen GmbH in the form of route chains for further processing.

§ 2 Registration

After installing the app, participants are asked to register to use the app. Registration takes place via the motiontag GmbH registration page to be completed in the app, where an email address and a password of your choice must be specified and the project code entered. The email addresses are stored on the server in a different file from the movement profiles, so that assignment or identification is impossible.

Registration also creates a contractual relationship between each participant and SRH Hochschulen GmbH, to which these terms and conditions of participation apply. Participants' own or deviating terms and conditions shall not apply unless they have been expressly agreed in writing with the participant.

The research group may contact participants via email if this is necessary for research purposes. Such purposes include, for example, invitations to participate in surveys, offers to participate in focus groups, or the dissemination of results for the sake of transparency for participants. If you do not wish to be contacted, you can unsubscribe from the mailing list at frank.wolter@srh.de.

The registration process is as follows:

1. Download the app from the download link provided in the App Store/Store.
2. After opening the app, participants are asked to register for the project and enter their personal details in the registration form. They must provide an email address and password, as well as the project code, which is provided in advance.
3. After registration, participants will receive an activation email containing these terms and conditions for their information. Acceptance of these terms and conditions is ultimately confirmed by a double opt-in procedure. By confirming their registration in the activation email, participants declare their consent to the processing of their personal data required for the use of the app within the scope of the project and agree to the validity of these terms and conditions of participation.
4. The research group reserves the right to refuse registration at any time without giving reasons or to terminate participation at any time. This is primarily to protect against spam, misuse or bot attacks.
5. Any natural person who has reached the age of 18 is eligible to participate.
6. Each person may only register one account and may only use it on one device. If multiple registrations are made for the same person, only the first account will be maintained and used.

§ 3 Completeness, duty of truthfulness

1. All information provided during registration must be complete and truthful. If any information or data changes during the period of participation, it must be updated in the account without delay. By registering, participants undertake to use the mobile phone registered to them exclusively for their own purposes. Transferring the mobile phone to third parties is not permitted.

§ 4 Processing of your personal data

1. After successful registration, participants can start recording their personal travel diary via the app. To do this, the app collects movement data from the mobile phone using GPS data (hereinafter referred to as 'movement data'). The

app automatically analyses which modes of transport participants have used (e.g. on foot, by bicycle, car, underground, suburban railway, tram, bus, etc.).

2. In order to make the results of the survey comparable with other traffic surveys and tourism studies, the research group will collect some socio-demographic data and other information. This information will be collected via an in-app survey for the Smart Visitor Flows Berlin project. Participation in the survey is voluntary.

3. As an additional feature, the intelligent app compiles the individual movement data, once validated by the users, into statistics that inform participants about the numbers and ratio of the modes of transport they use and about CO₂ emissions, among other things.

4. If necessary for the implementation of the project, the research group may also contact participants via the email address voluntarily provided in the survey.

5. When using the account for the Smart Visitor Flows Berlin project, the app and its recording function should be kept active at all times if possible. However, participants may also interrupt or stop the recording of movement data if necessary.

6. If participants have any questions regarding the Smart Visitor Flows Berlin project, they can contact frank.wolter@srh.de.

7. Despite the accuracy of the technology, it cannot be ruled out that the app may generate incorrect data in individual cases. It is the responsibility of participants to check and correct any obviously incorrect data, e.g. via tracks recorded in the app, when using it. For example, you can specify if you used a bus instead of the underground.

8. The movement data processed by the app is provided by motiontag GmbH of SRH Hochschulen GmbH. The collected data may be used by motiontag GmbH for aggregated analyses without personal identifiers. These analyses may aim to improve the transport system, optimize visitor guidance in Berlin, or design sustainable mobility. The research group uses the data to build a mobility database for Berlin tourism and to support scientific analyses of overtourism phenomena and data-driven control instruments. The results of these analyses are made available to the public.

9. Further information on data processing by SRH Hochschulen GmbH and motiontag GmbH within the framework of the Smart Visitor Flows Berlin project is available in the data protection information.

§ 5 Data protection and data responsibility

Data protection for the Smart Visitor Flows Berlin project is guaranteed by the Chair of Engineering and Sustainable Technology Management – Focus Mobility and Automotive Industry and motiontag GmbH. All data processing is carried out in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).

The data controller is SRH Hochschulen GmbH, represented by the management of TEAC in the Master of Engineering and Sustainable Technology Management programme, and motiontag GmbH. Both work closely together as independent controllers in this project.

The data protection department of SRH Hochschulen GmbH (head office in Heidelberg) and the data protection officer of SRH Hochschulen GmbH are available to answer any questions about data protection and to assert the rights of data subjects. You can also contact the technology partner motiontag GmbH to exercise your rights as a data subject.

§ 6 Use contrary to the contract

1. When using the app, these terms and conditions of participation and other applicable law must be observed. In particular, the following constitutes a breach of contract:

- providing incomplete or false information;
- altering or falsifying information and movement data contrary to the truth;
- opening an account in the name of a third party;
- entering information or data belonging to other persons;
- transferring an account to third parties;
- disclosing access data and account data to other persons or granting other persons access to them;
- modifying, manipulating, circumventing, overloading, attacking, infecting with viruses or malware, or otherwise interfering with the website or app and the underlying software and security measures without authorisation;
- use the app to track the location of other persons;
- install and use the app without their consent on a mobile phone that is intended for use by another person.

2. The research group has the right to temporarily or permanently block or delete access to accounts at its own discretion if there are reasons to believe that an account is being used in breach of the contract. Before an account is permanently blocked or deleted, participants will be contacted by email and given a reasonable opportunity to comment.

§ 7 Liability and responsibility of participants

1. Participants shall indemnify SRH Hochschulen GmbH against all claims asserted by third parties against SRH Hochschulen GmbH, to the extent the reason for the claim is attributable to participants. In this case, participants shall also bear the costs incurred by SRH Hochschulen GmbH in connection with a legal dispute, in particular court and legal fees in the statutory amount. 2. In the event of

a claim by third parties as described above, participants are obliged to provide SRH Hochschulen GmbH immediately,

truthfully and completely with all information that may be necessary for the examination of the claims and for the defence.

§ 8 Liability and responsibility of SRH Hochschulen GmbH

1. The following provisions apply to the Smart Visitor Flows Berlin research group of SRH Hochschulen GmbH.

2. The research group is not obliged to provide the app or enable its use. Participants have no right to participate in the project.

3. The research group shall make reasonable efforts and take appropriate precautions to enable safe and consistent participation.

4. Participants use the app and move around with the app at their own risk. The research group does not specify any movements or locations; use of the app in public traffic must always comply with road traffic laws. The research group accepts no responsibility for damage or penalties resulting from use of the app or mobile phone that does not comply with the law.

5. The research group reserves the right to change the service at its own discretion. The research group shall not be liable for any damage caused by or in connection with the exercise of rights and obligations under this contract. This shall not apply to:

- Damage resulting from injury to life, limb or health caused by a negligent breach of duty by the research group or an intentional or negligent breach of duty by a legal representative or vicarious agent of the research group;
- Damages resulting from an intentional or grossly negligent breach of duty by the research group or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the research group;
- Liability under the Product Liability Act.

§ 9 Blocking, deletion

1. Participants have the option of deleting the collected data at any time. To do so, please send an email with the subject line 'Deletion request' to frank.wolter@srh.de.

2. In the event of deletion of the account by participants or by the research group, this participation agreement shall be automatically terminated.

3. In the event of deletion of the account, we shall delete all stored personal data. If the evaluation of the raw data sets has already begun, data shall continue to be included in the data set in anonymised form. However, data shall, of course, be removed from the live system and shall therefore not be included in further evaluations.

§ 10 Miscellaneous

1. These terms and conditions of participation and the user agreement regulated therein are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. For persons who do not have a general place of jurisdiction in Germany, or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract, or whose place of residence or habitual abode is unknown at the time the action is brought, the place of business (Heidelberg) is agreed as the exclusive place of jurisdiction.

2. The SRH Hochschulen GmbH research group reserves the right to amend these terms and conditions of participation at any time, provided that such amendments do not unreasonably disadvantage participants. The research group will notify participants of any amendments to the terms and conditions of participation by email at least four weeks before they take effect. The changes shall be deemed approved if participants do not object within four weeks of receiving email notification at frank.wolter@srh.de. Participants will be specifically informed of the possibility of objection and the significance of the deadline in the event of a change to the terms and conditions of participation.

3. If any provision of these terms and conditions of participation is invalid, this shall not affect the validity of the remaining provisions.