General Terms of Use for the Workshop of FREILab Freiburg e.V.

I. Preamble

FREILab Freiburg e.V. is an open workshop/makerspace where activities such as woodworking, metalworking, 3D printing, needlecraft, and electronics can be carried out and learned. The workshop of FREILab Freiburg e.V. is located at Ensisheimer Str. 4, 79110 Freiburg. To ensure the safety and well-being of members and external users, all members and external users of the workshop of FREILab Freiburg e.V. must commit to complying with these general terms of use.

II. Scope of Application

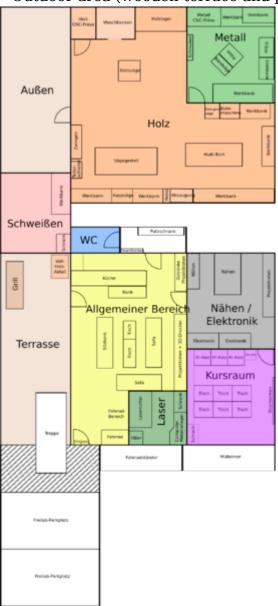
- 1. These general terms of use apply to the use of the premises and outdoor areas of FREILab Freiburg e.V., as well as to the use of its inventory, including workstations, machines, tools, and other equipment (work items).
- 2. The terms of use of FREILab Freiburg e.V. continue to apply if external users or institutional members have different provisions in their general terms and conditions. Agreements deviating from this must be made in writing.

III. General Usage Requirements

- 1. Users acknowledge the <u>data protection policy of FREILab</u> (German Language), as specified under the 'FREILab Privacy Policy,' in compliance with GDPR. Users can object to the collection, processing or use of data by the organisation in accordance with these data protection provisions as a whole or for individual measures by sending an email to verwaltung@freilab.de.
- 2. Members may use the FREILab premises at any time.
- 3. Temporary, limited commercial use by external users can be authorised by the management board upon request and will be subject to these usage terms.
- 4. Minors may work in the FREILab workshop only under the supervision of a guardian or a designated member. Special permissions for specific devices can be granted from age 16 with the approval of area supervisors.
- 5. Members are granted access to the workshop via an electronic key after accepting these terms and completing a basic safety briefing. Loss of the key must be reported immediately.
- 6. Members agree to have their workshop access logged. Data is stored in a non-personally identifiable manner and can only be linked to individuals by the management board when necessary.

IV. Usage Rules

- 1. All users must receive training on the proper and safe use of machines and tools from selected FREILab members.
- 2. The workshop consists of seven areas with specific focuses:
- Main room with counter (bike area, 3D printing, kitchen, general clean works)
 - Course room for meetings, courses, PC work, and workshops
 - Electronics and sewing areas
 - Laser cutter room
 - Metalworking shop (metalworking, CNC mill for metal)
 - Woodworking shop (woodworking, CNC mill for wood)
 - Outdoor area (wooden terrace and paved welding area)



Work should be conducted in the appropriate area. Activities involving

lacquer, paint, varnish, or fire hazards (e.g., grinding, welding) are prohibited indoors. Specific training is required for each area, as outlined in the FREILab Wiki (German Language).

General induction/basic safety briefing	Mandatory	fe	or	all	us	sers
	Authorised to bicycle area a	_		ed electrical	tools,	the
Familiarisation briefing electronics area	Authorised t tools/devices				and	all
Familiarisation briefing sewing area	Authorised to marked yellov		ewing area	and all too	ols/dev	ices
Familiarisation briefing woodworking shop	Authorised t tools/devices				and	all
Familiarisation briefing metalworking shop	Authorised tools/devices			-	and	all
Familiarisation briefing specific to individual machines	Authorised red marked been complete	_	use after the			has

- 3. All facilities (including but not limited to the premises, machines, tools) are used at the user's own risk.
- 4. Electrical devices are color-coded according to a traffic-light system

Green	Usage after general induction/basic safety briefing allowed
Yellow & a triangle	Usage only allowed after area-specific training
Red & two triangles	Usage only allowed after specific device training.

Induction/familiarisation briefings take place after registration therefore using the forms on the FREILab wiki or alternative methods as noted in the FREILab wiki. The general induction/basic safety briefing for new members takes place during the opening hours listed on the website

- 5. All tools/machines must be cleaned and returned to their place after use. Workstations should be left tidy and free of materials and projects.
- 6. Damage or wear to machines/tools must be reported to the area supervisors e.g. damaged cables, malfunctions, blunt tools or blunt saw blades.
- 7. Users must adhere to the operating and safety instructions provided by area supervisors and those posted on machines. Designated hazard zones must be respected.
- 8. Instructions from the association, management board or authorized members must be followed.
- 9. Eating and drinking are prohibited at workstations, except the designated areas which are the outdoor area, main room and course room. An exception to the prohibition are events organised by FREILab Freiburg e.V. during which no workshop operations take place. A strict no-smoking policy applies across all interior facilities. Working under the influence of alcohol, drugs or other intoxicants is prohibited.
- 10. Noise regulations must be observed, including but not limited to those of the German Republic, the sate of Baden-Wuerttemberg and the city of Freiburg. Loud activities are prohibited between 10 PM and 7 AM, and all day on Sundays and public holidays. Quiet hours begin at 8 PM in the outdoor areas.
- 11. Parking is limited to designated spaces of FREILab Freiburg e.V.
- 12. Overnight stays on the premises, outdoor or parking areas are not allowed. Overnight parking of vehicles must be approved by the management board.
- 13. All members and external users are obliged to treat the entire facility, all equipment and in particular the machines and tools properly and to use them for their intended purpose. External users are liable for all damage caused through their own fault. All damage must be reported to the Association immediately and, if necessary, the equipment must be taken out of service.
- 14. Workstations and rooms must be kept clean and left at least as clean as they were found.
- 15. There are separate storage regulations for the storage of private items, which are binding for all members. Further details can be found in the Wiki article on storage.
- 16. At least one other person must be present in the workshop when working on machines and with tools with corresponding labelling.

In the event of repeated violations of the rules of use, FREILab Freiburg e.V. reserves the right to issue a warning or expel the member concerned from the association. If the offences relate to individual machines, FREILab Freiburg e.V. can block access to the machine and demand renewed participation in a familiarisation briefing.

V. General rules of conduct

A friendly tone and polite manners, characterized by respect, acceptance, tolerance, and mutual consideration, are part of the basic understanding of social interaction at FREILab. No one may be discriminated against, demeaned, or disadvantaged at FREILab based on their gender, race, skin color, language, religion, political or other beliefs, national or social origin, membership in a national minority, wealth, birth, or physical, mental, or intellectual characteristics.

If violations of these rules occur, the management board must be informed. Serious violations or repeated offenses may result in exclusion from the workshop and/or the association. The management board will decide on a case-by-case basis.

VI. Liability

- 1 FREILab Freiburg e.V. is liable for all damages caused by FREILab Freiburg e.V. in cases of intent and gross negligence.
- 2. In cases of simple negligence, FREILab Freiburg e.V. is only liable in the event of injury to life, body, or health without limitation.
 - 3. Alleged claims must be asserted against the association without delay.
- 4. Otherwise, FREILab Freiburg e.V. is only liable if it has breached a material contractual obligation.
- 5. FREILab Freiburg e.V. is not liable for damages caused to members, users, or third parties by improper or intentional actions of third parties.
- 6. FREILab Freiburg e.V. does not assume liability for copyright infringement or the violation of personality rights caused or potentially caused by downloaded data.
 - 7. No liability is assumed for the storage of objects.
- 8. Members and external users are obliged to back up their own data themselves. FREILab Freiburg e.V. is not liable for data loss.
- 9 Liability under the Product Liability Act ("Produkthaftungsgesetz") remains unaffected.
- 10. Members and external users shall indemnify FREILab Freiburg e.V. from any claims for damages by third parties arising in connection with the use of the FREILab Freiburg e.V. workshop by members and external users.

11. FREILab Freiburg e.V. shall not be liable for damage caused by violations of these terms of use or by contraventions of the instructions of the association, its legal representatives or its employees (technical advisors, supervisors, etc.) or by improper use of the facility/equipment (in particular its equipment, machines and tools, etc.).

VII. Final Provisions

- 1. should individual provisions of these general terms of use be or become invalid, the remaining terms of use shall remain valid. In place of the invalid provisions, the statutory provisions shall apply.
- 2. FREILab Freiburg e.V. reserves the right to amend the terms of use. The changes are effective after notification to the members and publication of the amended terms of use in the FREILab Wiki.
 - 3. the local place of jurisdiction is Freiburg.