



# **For Good **Eyes Only** Licence**

created by Pixelcode for Free Ethical Software

– Version 0.2 –

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# Summary<sup>1</sup>

## The Licensee is allowed to:

- ✓ **re-distribute, modify and use** the Licensed Work gratis
- ✓ **commercialise and patent** an extensive product which also contains the Licensee's adaptation
- ✓ charge **user fees** for operating the Licensed Work as a service to the general public
- ✓ collect **donations** for non-profit purposes in relation to the Licensed Work
- ✓ choose any **custom licence** for modifications of and additions to the Licensed Work (weak copyleft)

## The Licensee is obliged to:

- ◆ **credit** the original author, display licence notice
- ◆ **document** changes to the Licensed Work
- ◆ make the adaptation **distinguishable** from the Licensed Work
- ◆ always comply with **ethical principles**
- ◆ **check** the Licensed Work for defects before interaction
- ◆ **preserve** the user's dignity, privacy and data security

## The Licensee is not allowed to:

- x choose a different licence for the Licensed Work
- x commercialise or patent the Licensed Work or an adaptation as a **stand-alone product**
- x behave in **unethical ways** or have ever been guilty of any inexcusable offences

## Other conditions:

- the Licence does **not** provide any **guarantee, warranty or liability**
- the Licence may be **amended/withdrawn**

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<sup>1</sup> This short summary is neither legal advice nor part of the actual licence, and it is also **not legally binding** and does not replace the actual licence with all its terms and conditions.

- rights granted once to the Licensee **cannot be withdrawn** by the Licensor
- violations of the terms and conditions result in the **loss of the rights** granted by the Licence
- the **penalty** for Permanent Termination violations is **donating 4%** of the total assets (if more than €1 million) / the total annual income (if more than €500,000) or of the annual turnover (if more than €1 million per month) **to a charity**
- the Licensor may make **exceptions** for logos, icons and the name of the work
- any part of the Licence being found **invalid** shall not affect the Licence's remainder or the Licensor's copyright

### Unethical behaviour (permanent termination):

- x infringing upon anyone's **fundamental rights**, committing war crimes or abolishing democracy in a state (inexcusable offences); supporting anyone who does any of that; condoning any of that
- x **obstructing** emergency aid, bomb disposal, investigative journalism or the prosecution of human rights violations (inexcusable offences)
- x supporting anyone who's subject to **EU sanctions** (inexcusable offence)
- x producing weapons of **mass destruction**
- x carrying out **state surveillance**, intruding/undermining the user's privacy or digital security or spreading malware
- x causing **environmental damage** (especially climate change)
- x spreading **misinformation**, inciting **hatred**, justifying **National Socialism** or denying the **Holocaust**

### Unethical behaviour (temporary suspension):

- x possessing or handling **weapons of warfare**
- x undermining the user's **privacy/security**, violating the **GDPR** (regardless of Licensee's jurisdiction), spreading **malware**
- x perpetrating organised **fraud**
- x **discriminating** against users

## Preamble

**Conscious of his/her responsibility** before God and humankind, impelled by the will to serve the peace of the world, the Licensor, by virtue of his/her authorship rights, has placed his/her work under this For Good Eyes Only Licence.<sup>2</sup>

**The human dignity shall be inviolable.** Respecting it is the obligation of all power of the Licensee and the Licensor.<sup>3</sup>

The Licensee and the Licensor thus profess **inviolable and inalienable human rights** as the foundation of every human community, of peace and of justice in the world.<sup>4</sup>

## Purpose

This Licence's purpose is promoting and supporting a **sustainable and dignified world** by attaching conditions of justice and morality to the use and re-distribution of the Licensed Work.

## Interpretation

This Licence shall be interpreted on a **common-sense basis** and as a coherent, non-absurd and non-contradictory flow of ideas, thoughts and moral points of view. Definitional gaps shall not be interpreted in a manner inconsistent with the **intent** and the essence of this Licence. The laws, legal norms, conventions, treaties or court rulings quoted or referred to are to be regarded as an **aid to interpretation**. This Licence shall be interpreted in **British Standard English**.

## Scope

The terms of this Licence only apply where any copyright would be infringed in the hypothetical absence of this Licence. To this Licence the law<sup>5</sup> of the **Licensee's jurisdiction**, from which the Permission was granted, shall apply. The rights granted to the Licensee under the terms of this Licence only apply to the specific version of the Licensed Work that is licensed under this exact Licence, and **not** to any past, future or **other versions** of the Licensed Work.

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<sup>2</sup> cf. Preamble of the **Basic Law** (Grundgesetz/GG) for the Federal Republic of Germany, [https://www.gesetze-im-internet.de/englisch\\_gg/index.html](https://www.gesetze-im-internet.de/englisch_gg/index.html)

<sup>3</sup> cf. Art. 1 (1) GG

<sup>4</sup> cf. Art. 1 (2) GG

<sup>5</sup> **regardless** of whether this would **normally** apply under the jurisdiction applicable to the Licensee

## Acceptance

This Licence is **automatically offered** to every person and entity subject to its terms and conditions. The Licensee accepts this Licence and agrees to its terms and conditions by taking any action with the Licensed Work that, absent this Licence, would infringe any intellectual property right held by the Licensor.<sup>6</sup>

## Permission

The Licensor grants by this License to the Licensee, **free of charge**, permission to do anything with the Licensed Work, to the extent of the Licensor's rights under applicable copyright and patent law, that would otherwise infringe

1. the Licensor's **copyright** in the Licensed Work or
2. any **patent claims** in the Licensed Work that the Licensor may license or will license,

subject to all of the **terms and conditions** of this Licence.<sup>6</sup>

## Irrevocability

The **rights granted once** to the Licensee under this Licence **remain unaffected** by any future changes to the Licence as long as the Licensee fully complies with the terms of this Licence.

## Change of Licence

The Licensor may **modify the licence of past, current and future versions** of the Licensed Work at any time. In the event of a **licence amendment** to past versions or the current version of the Licensed Work, **only the new licence** adopted by the amendment will apply with respect to those persons or other legal entities who commence use of the Licensed Work **subsequent to the effective date** of the amendment. They may not invoke the replaced licence.

## Defectiveness

The Licensee is urged to **examine** the Licensed Work **for any defect** prior to any interaction with it. The Licensee's guilelessness shall not be to the Licensor's detriment.

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<sup>6</sup> cf. Do No Harm License, <https://github.com/raisely/NoHarm/blob/publish/LICENSE.md>

# Licensee's Rights

The Licensee is **allowed**

1. to **commercialise** his/her adaptation of the Licensed Work if the adaptation is part of an **extensive product** of him/her,
2. to **patent** an **extensive product** of him/her that contains the Licensed Work in whole or in part and
3. to place those portions of his/her adaptation of the Licensed Work under a **separate licence** where he/she is the **principal author**.

# Licensee's Obligations

The Licensee is **obliged**

1. to make his/her adaptation clearly **distinguishable**<sup>7</sup> from the Licensed Work by
  - a) modifying its **name, logos and icons** to an appropriate extent,
  - b) prominently stating any **changes**, removals and additions,
2. to protect the **digital security and privacy** of his/her software adaptation's users to the best of his/her knowledge and belief and as far as feasible and
3. to give due **credit to the author** of the Licensed Work by prominently stating the author's name or pseudonym as well as a **licence notice**<sup>8</sup> alongside the Licensee's adaptation and by referring to the source from which the Licensed Work has been taken.

# Licensee's Prohibitions

The Licensee is **not allowed**

1. to **commercialise** or patent his/her adaptation of the Licensed Work in any way if it is **not** part of an **extensive** product of him/her or
2. to place those portions of his/her adaptation of the Licensed Work under a **separate licence** where he/she is **not** the **principal author**.

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<sup>7</sup> Exempt from this are **verbatim copies** of the Licensed Work.

<sup>8</sup> meaning the statement that the Licensed Work is licensed under this Licence and the provision of a copy of this Licence

# Permanent Termination

The Licence – in relation to the Licensee – and the rights granted to the Licensee shall permanently **terminate** forever as soon as the Licensee is guilty of

1. intentionally or grossly negligently supporting, committing or preparing any acts that are suitable to illegitimately infringe upon any other person's **fundamental rights** to a degree not insignificant,<sup>9</sup>
2. intentionally or negligently supporting, committing or preparing
  - a) **genocide**,<sup>10</sup>
  - b) crimes against **humanity**,<sup>10</sup>
  - c) **war crimes**,<sup>10</sup>
  - d) the waging of a **war of aggression**,<sup>10</sup>
  - e) the employment of any **ostracised methods** or **means of warfare**,

which, for the purposes of this Licence, shall be regarded as an **inexcusable** offence,

3. intentionally or grossly negligently supporting, committing or preparing acts that are suitable to impair or abolish the **Free Democratic Basic Order** of any internationally generally recognised state<sup>11,9</sup>
4. intentionally supporting any **illegitimate regime**,
5. intentionally and actively **producing** or contributing to any **weapons** of mass destruction or any ostracised weapons of warfare,
6. intentionally and actively supporting, trading with or otherwise interacting in any prohibited manner with any state, organisation, company, person or other entity subject to any **sanctions, embargoes** or similar **prohibitions** imposed by the European Union or any of its member states,<sup>5,9</sup>
7. intentionally and illegitimately **preventing** any other persons, in whole or in part, from exercising their civil or **political rights**, especially by threatening or exercising violence, hostage-taking, extortion or repression, such as imprisonment, fine or any other penalty,<sup>9</sup>

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<sup>9</sup> which, for the purposes of this Licence, shall be regarded as an **inexcusable offence**

<sup>10</sup> as defined in the **Rome Statute** of the International Criminal Court,<sup>5</sup>

<https://www.icc-cpi.int/Publications/Rome-Statute.pdf>

<sup>11</sup> that is not an illegitimate regime



8. intentionally **preventing** any person to a degree not insignificant from rendering **emergency assistance** to anyone in danger to life or property or from carrying out their legitimate work as
  - a) a first responder<sup>12</sup> or **medical** personnel<sup>13</sup>,
  - b) a military or civilian **explosive ordnance disposal** agent,
  - c) a judge, prosecutor, law enforcement officer, **fundamental rights observer** or any other person whose task is to monitor compliance with fundamental rights or to prosecute or punish violations thereof,
  - d) a **diplomat** or peace negotiator of an internationally generally recognised state<sup>11</sup> or
  - e) an investigative **journalist**,
 which, for the purposes of this Licence, shall be regarded as an **inexcusable** offence,
9. intentionally enabling, supporting, preparing or carrying out **state surveillance**,
10. intentionally and directly contributing to **deforestation** without weighty, justifying reason,
11. intentionally or grossly negligently committing **ecocide**,
12. intentionally or grossly negligently contributing to extensive, **environmentally damaging** changes in the earth's natural climate without weighty, justifying reason,
13. intentionally or grossly negligently **harming** the **environment** in a manner inconsistent with local, state, national or international law<sup>5, 14</sup>,
14. intentionally disseminating or **abetting** deliberate **disinformation** to a degree not insignificant,
15. intentionally and publicly **displaying** any **symbols**<sup>15</sup> or disseminating any **propaganda** media of any illegitimate organisation or illegitimate regime,

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12 including at least firefighters, paramedics, sea rescue workers, lifeguards and rescue drivers/pilots

13 including at least doctors, medical assistants and nurses

14 cf. Hippocratic License 3.0, <https://firstdonoharm.dev/version/3/0/license>

15 This **also includes** flags, insignia, uniform items, slogans and forms of greeting. Equal to these symbols are those that **resemble** them to the point of confusion. cf. § 86a Criminal Code (Strafgesetzbuch/StGB) of the Federal Republic of Germany, [https://www.gesetze-im-internet.de/englisch\\_stgb/englisch\\_stgb.html#p0927](https://www.gesetze-im-internet.de/englisch_stgb/englisch_stgb.html#p0927)

16. intentionally and actively **supporting** any organisation, party, company, media, person or other entity that systematically disseminates any **propaganda** media of any illegitimate organisation or illegitimate regime or deliberate **disinformation** to a degree not insignificant,
17. intentionally and to a degree not insignificant supporting **state media**<sup>16</sup>, or intentionally and actively producing or distributing their content,
18. intentionally inciting **hatred**,
19. intentionally and directly **supporting** or intentionally and actively **transmitting the Licensed Work** to any organisation, company, person, government, authority, party or other entity after it was guilty of any offences referred to in points 1, 2 or 3 or
20. intentionally **condoning** any of the acts referred to in points 1, 2 or 3 in a manner suitable to disturb the public peace, in public, at a gathering or by disseminating any content, or **rewarding** any such act after it has been committed or attempted<sup>17</sup>,

commencing with the Licensee's **initial avilment** of the Permission. As soon as he/she is guilty of any of the above offences, he/she is obliged to immediately and permanently destroy all of his/her copies and adaptations, whether public or non-public, of the Licensed Work and to immediately **stop all interaction** with the Licensed Work forever. A Permanent Termination may not be lifted by any other provision of this Licence.

## **Temporary Suspension**

The Permission granted under this Licence shall be **temporarily suspended** as soon as the Licensee is guilty of

1. intentionally, as well as (a) illegally, (b) illegitimately or (c) without weighty, justifying reason, **possessing** or handling **weapons** intended or suitable **for warfare**,
2. intentionally undermining the **privacy** or digital security of the users of his/her adaptation of the Licensed Work, in particular by intentionally creating any **backdoors** or **security vulnerabilities** or by fraudulently deceiving with regard to privacy or security promises<sup>18</sup>,

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<sup>16</sup> This does **not** include **public service media** which are independent of the state in their reporting.

<sup>17</sup> cf. § 14.0 StGB, [https://www.gesetze-im-internet.de/englisch\\_stgb/englisch\\_stgb.html#p14.21](https://www.gesetze-im-internet.de/englisch_stgb/englisch_stgb.html#p14.21)

<sup>18</sup> e.g. false claims about purported **no-log policies** for VPN services

3. intentionally making any **malware**<sup>19</sup> or **spyware** disguised as harmless available to the general public,
4. intentionally and directly **intruding** or exploiting any other person's **privacy** without his/her permission or in a way that would violate the **General Data Protection Regulation**<sup>5</sup> of the European Union, even if the GDPR would not normally apply in the Licensee's jurisdiction,
5. intentionally using any **trackers** in his/her adaptation of the Licensed Work without the user's explicit and free permission,
6. intentionally perpetrating large-scale or organised **fraud**<sup>20</sup> or
7. intentionally and illegitimately **excluding anyone** from using the (Licensee's) adaptation of the Licensed Work,

commencing with the Licensee's initial availment of the Permission. Once the Licensee has

1. **ceased** committing any acts sanctioned under this section,
2. **remedied** any potential damage caused,
3. if required by applicable law, has **reported** the matter to the **authority** in charge and,
4. if it concerns them, has **informed** the **users** of his/her adaptation about the incident in a transparent and detailed manner,

the Permission initially granted shall **regain effect**.<sup>21</sup> As long as the Permission is suspended, the Licensee may not publicly distribute his/her adaptation.

## Exclusion

Excluded from the Permission of this Licence are

1. any persons and any other legal entities which have ever been guilty of any **inexcusable offences**,
2. any **illegitimate regimes**, including their leadership, government, legislature, judiciary, authorities and any other state bodies, and

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<sup>19</sup> This includes surreptitious **crypto-mining** without explicit and free user permission.

<sup>20</sup> especially through e-mail **phishing** or spamming

<sup>21</sup> provided that the Licensee has **not otherwise** undertaken any other act which would in turn result in the suspension or termination of the Permission - possibly also under other provisions of this Licence, especially the "Permanent Termination" section

3. any **illegitimate organisations**, including their management, officials, representatives, members, employees and any other persons directly associated with the respective organisation.

## Guilt

Acting on **orders** or instructions or on behalf of others does **not exculpate** the commission of any acts sanctioned under the “Permanent Termination” or “Temporary Suspension” section.

Whoever intentionally **incites**, instigates or assists in the perpetration of any act sanctioned under the “Permanent Termination” section shall be deemed **equivalent to a perpetrator** of any such act.

A commander or **superior** who intentionally or grossly negligently neglects to prevent his subordinate from committing any offence sanctioned under the “Permanent Termination” section shall be deemed **equivalent to a perpetrator** of the offence committed by the subordinate.

A person who commits any offence under the “Permanent Termination” or “Temporary Suspension” section in execution of an order or instruction acts **without guilt**, provided that he/she does not realise that the order or instruction is inadmissible and that its inadmissibility is also not obvious.

If the perpetrator lacks the **insight to do wrong** at the time of committing the offence, he/she acts without guilt, provided that he/she could not have avoided this mistake.<sup>22</sup>

## Intention

A perpetrator acts intentionally

1. if he/she **is aware** that the act is sanctioned or could have anticipated this with reasonable effort of mind and
2. if he/she, by his/her own free choice<sup>23</sup>, purposefully pursues or, possibly as a lesser evil, at least acquiesces in or **recklessly accepts** his/her commission of the act.

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<sup>22</sup> cf. § 17 StGB, [https://www.gesetze-im-internet.de/englisch\\_stgb/englisch\\_stgb.html#p0141](https://www.gesetze-im-internet.de/englisch_stgb/englisch_stgb.html#p0141)

<sup>23</sup> meaning in the absence of coercion or justifiable or excusable emergency within the meaning of §§ 34, 35 StGB

There is no intent

1. in an offence if, at the time of committal, the perpetrator had **no knowledge** of a circumstance that is part of the elements of the offence<sup>24</sup> or
2. in displaying symbols of illegitimate organisations or disseminating state media content or propaganda media, if that serves a **legitimate purpose**, in particular education and enlightenment, science and research, journalism, encyclopaedic purposes, art, satire or criticism of the subject.

## Violation

Any failure of the Licensee to act according to the terms and conditions of this Licence is both a breach of the Licence and an **infringement** of the intellectual property rights of the Licensor<sup>6</sup> and results in the **immediate termination** of this Licence between the Licensor and the Licensee, including all rights granted by the Licence.

For Licence breaches of the “Licensee’s Obligations” and “Licensee’s Prohibitions” sections, the Licence – including all rights granted – shall only be **temporarily suspended until** such time as the Licensee **fully rectifies** his/her misconduct.

In the event of a **substantial breach** of the Licence within the meaning of the “Permanent Termination” section, the Licensee is obliged to make a **punitive donation** to one or more non-profit organisations or other **charitable** associations of his/her choice, which are officially recognised as such, are not illegitimate organisations and are primarily **dedicated to**

1. the **prosecution** or reappraisal of **human rights violations** or
2. the **promotion** of fundamental rights; democracy; the Free Democratic Basic Order; data protection; privacy; IT security; Free, open-source or Ethical Software; health care; education; scientific research; environmental protection or investigative journalism.

The punitive donation shall **amount** to a total of **4%**

1. of his/her total **annual income** or **total assets** (depending on which is higher), if the Licensee is an individual and (a) his/her total annual

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<sup>24</sup> cf. § 16 StGB, [https://www.gesetze-im-internet.de/englisch\\_stgb/englisch\\_stgb.html#p0138](https://www.gesetze-im-internet.de/englisch_stgb/englisch_stgb.html#p0138)

This does not apply if the mistake relates solely to the object of the offence, whereby the actual object of the offence is of equal value to the intended object.

income<sup>25</sup> has a value of at least €500,000 or (b) he/she has total assets worth €1 million or more<sup>25</sup>,

2. of its total **annual turnover**, if the Licensee is a company or other for-profit business organisation and the total monthly turnover<sup>25</sup> has a value of at least €1 million, or
3. of its calculated **monthly financial resources** (based on its total resources<sup>25</sup>), if the Licensee is a state authority or other state body.

In any other case, no punitive donation is required.

## No Liability or Warranty

To the full extent allowed by law, the Licensed Work comes “as is”, **without any warranty**, express or implied, and the Licensor and any other contributor to the Licensed Work shall **not be liable** to anyone for any damages or other liability arising from, out of or in connection with the Licensed Work or this Licence, under any kind of legal claim;<sup>26</sup> at least in the absence of gross negligence and intent to the detriment of the Licensee.

## Indemnity

The Licensee shall **hold harmless and indemnify the Licensor** (and any other contributor to the Licensed Work) **against all losses**, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including the Licensor’s reasonable attorneys’ fees, arising out of or relating to the Licensee’s use of the Software;<sup>6</sup> at least in the absence of gross negligence and intent to the detriment of the Licensee.

## Severability

Should any individual provisions of this Licence be **deemed invalid** or unfeasible or should the Licence be found to be incomplete, the validity and feasibility of the **remaining provisions** of the Licence and the Licensor’s copyright shall **remain unaffected** thereby. The ineffective or missing provisions shall be replaced by those effective provisions whose effects come closest to the Licensor’s intention and the essence of this Licence.

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<sup>25</sup> at the time of the licence breach

<sup>26</sup> cf. The Hippocratic License 2.1, <https://firstdonoharm.dev/version/2/1/license>

# Definitions

## Copyright

The term “Copyright” (or simply “rights”) refers to any legal rights a creator of **literary, scientific, artistic, software or other works** holds to the respective Licensed Work, including patenting rights. These legal rights include at least those according to the Berne Convention for the Protection of Literary and Artistic Works<sup>5</sup>.

## Licensor

The Licensor is the party that has placed the Licensed Work under this Licence by virtue of **its copyright**.

## Licensee

The Licensee is any person or entity **receiving a copy** of the Licensed Work.<sup>26</sup>

## Commercialisation

Commercialisation is the **direct generation of profit** from part or all of the Licensed Work or an adaptation thereof, for example by selling or renting the Licensed Work, an adaptation or its licence.

Exempt from this is the collection of donations for **charitable** or **non-profit** purposes or of **small amounts** as well as reasonable **user fees** to cover (in particular recurring) costs<sup>27</sup> incurred by the operation of the Licensed Work (or an adaptation) as a service to the general public.

## Adaptation

An adaptation is a partial or complete **version** of the Licensed Work that is created or re-distributed **by the Licensee**, possibly also in a modified form.

## Extensive product

An extensive product is a collection or combination of at least two individual works that consists predominantly of components other than adaptations of the Licensed Work. The adaptation of the Licensed Work is an **addition** to the extensive product and is **not the main or core function** of the extensive work, but at most one of several components.

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<sup>27</sup> such as **server rental** for an internet service

## Support

Support includes the paid or unpaid work for, providing any services to, trading in, financing, supplying any products or goods<sup>28</sup> to, publicly protesting for, publicly promoting or publicly advocating for an entity, or any other action the purpose of which is to **further the supported entity**.

## Fundamental rights

Fundamental rights include at least those rights explicitly or implicitly set forth in

1. the Universal Declaration of Human Rights of the United Nations,<sup>5</sup>
2. the International Covenant on Civil and Political Rights,<sup>5</sup>
3. the International Covenant on Economic, Social and Cultural Rights,<sup>5</sup>
4. the Charter of Fundamental Rights of the European Union<sup>5</sup> or
5. the Declaration on the Rights of Indigenous Peoples<sup>5</sup>.

## Ostracised weapons and methods of warfare

Ostracised weapons and methods of warfare include at least those subject to

1. the **Hague** Conventions,<sup>5</sup>
2. the **Geneva** Protocol,<sup>5</sup>
3. the **Biological** Weapons Convention,<sup>5</sup>
4. the **Chemical** Weapons Convention,<sup>5</sup>
5. the Treaty on the Non-Proliferation of **Nuclear** Weapons,<sup>5</sup>
6. the Convention on **Certain Conventional** Weapons,<sup>5</sup>
7. the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel **Mines** and on their Destruction<sup>5</sup> or
8. any other comparable international conventions<sup>5</sup> that prohibit those weapons or methods of warfare that are **cruel** or cause **unnecessary suffering**.

## Free Democratic Basic Order

The Free Democratic Basic Order is an order which, to the exclusion of any rule of force and arbitrariness, constitutes a **rule of law** based on the self-determination

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<sup>28</sup> including digital works, such as software, pictures or documents



of the people according to the will of the respective majority and on **freedom and equality**. The fundamental principles of this order include at least:

Respect for **human rights**, especially the right of the personality to life and free development, the sovereignty of the people, the separation of powers, the accountability of the government, the legality of the administration, the independence of the courts, the multi-party principle and equal opportunities for all political parties with the right to form and exercise an opposition in accordance with the constitution.<sup>29</sup>

## Illegitimate regime

A **state**, its state party, its state party's youth organisations, government, legislature, executive, judiciary, administration, police, military or intelligence services, or any of its agencies, organisations or other state authorities shall be deemed to be an illegitimate regime

1. if the state does **not** maintain a **Free Democratic Basic Order**,
2. if the state or one of the aforementioned bodies systematically **prevents** any persons from **exercising** their fundamental **rights**,
3. if the state or any of the aforementioned bodies **systematically** commits any inexcusable offences,
4. if the state is listed as **authoritarian** in the Economist Intelligence Unit's "Democracy Index"<sup>30, 31</sup>,
5. if the state is listed as **not free** in Freedom House's "Freedom in the World" report<sup>30, 32</sup> or
6. if the state's score in the Reporters Without Borders "**Press Freedom Index**" is worse than 40 (based on the 2022 scale)<sup>30, 33</sup>.

Decisive for the assessment of whether a state is an illegitimate regime is **not** the theoretical, legal situation on paper, but the actual circumstances in real practice.

## State surveillance

State surveillance includes the **collection**, accumulation, storage, processing, analysis or transfer **of personal data** or any other – at least pseudonymously – identifying information **by any state bodies**, in particular law enforcement

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<sup>29</sup> cf. BVerfGE 2, 1 (Ls. 2, 12 f.), <https://www.servat.unibe.ch/dfr/bv002001.html>

<sup>30</sup> and the rating is not older than **8 years**

<sup>31</sup> cf. [https://en.wikipedia.org/wiki/Democracy\\_Index](https://en.wikipedia.org/wiki/Democracy_Index)

<sup>32</sup> cf. <https://freedomhouse.org/report/freedom-world>

<sup>33</sup> cf. <https://rsf.org/en/index>

authorities and intelligence services, **or on their behalf** by organisations, companies, persons or any other entities, provided that there is **no sufficient initial suspicion** of a criminal offence having been committed by the person concerned or that the surveillance is **unlawful, unjustified or disproportionate** in its invasiveness.

## Trackers

Trackers are software<sup>34</sup> designed to

1. collect information about a user or mark him/her in such a way that he/she can be almost reliably **recognised** at a **later** point in time or **across different websites** or (digital) services or to
2. **derive identifying data points** about a user's personal preferences, behaviour or other personal characteristics,

**without this being** immediately imperative and thus **justified** by the absolute core function of the overall software.

## Deforestation

Deforestation is defined as the **clearing, burning or destruction** of 0.5 or more **hectares** of trees, that were either planted **more than 50 years ago** or were not planted by humans or human-made equipment, within a one-year period.<sup>6</sup>

## Environment

Environment means the **earth**, its biosphere, cryosphere, lithosphere, hydrosphere and atmosphere, as well as outer **space**.<sup>14</sup>

## Ecocide

Ecocide means unlawful or wanton<sup>35</sup> acts committed with the knowledge that there is a **substantial** likelihood of severe and widespread<sup>36</sup>, long-term or irreversible **damage**, or damage not redressable within a reasonable period of time, **to the environment** being caused by those acts.<sup>14</sup>

## Incitement of hatred

Whoever, in a manner suitable to disturb the public peace,

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<sup>34</sup> especially **cookies, scripts** and methods of digital **fingerprinting**

<sup>35</sup> meaning with **reckless disregard** for damage which would be clearly excessive in relation to the social and economic benefits anticipated

<sup>36</sup> meaning **extending beyond** a limited geographic area, crossing state boundaries or being suffered by an entire ecosystem or species or a large number of human beings

1. incites **hatred, violence** or **arbitrary action** against a national, racial, religious or ethnic group, against parts of the population or against an individual on account of his/her membership of one of the aforementioned groups or parts of the population,
2. attacks the **human dignity** of others by insulting, maliciously disparaging or defaming one of the aforementioned groups, parts of the population or an individual on account of his/her membership of one of the aforementioned groups or parts of the population,
3. approves, glorifies or justifies the **National Socialist rule** of violence and arbitrariness,
4. approves, denies or trivialises a **crime** committed under the rule of **National Socialism** or
5. **disseminates** or makes available to the public any **content** that is subject to any of the preceding points,

is guilty of incitement of hatred.<sup>37</sup>

## Illegitimate organisations

Companies, parties or any other organisations are to be deemed illegitimate,

1. which oppose the **Free Democratic Basic Order** of any internationally generally recognised state<sup>11</sup>,
2. which **oppose** the **principles** of the rule of law, democracy, personal liberty or international goodwill,
3. which systematically **commit** any **inexcusable offences**,
4. whose **primary aims** include any **inexcusable offences** or
5. which have been declared **unconstitutional**<sup>5</sup> by the Federal Constitutional Court of the Federal Republic of Germany.

## Illegitimate exclusion

The exclusion of a person is illegitimate if it is based on a **privacy decision**<sup>38</sup> in the meaning of the GDPR<sup>5</sup> or if it is done in an **unjust manner**, in particular based on characteristics such as gender, “race”, ethnicity, colour of skin, eyes or hair, phenotype, genotype, age, nationality, ancestry, origin, religion, social status, illness or disability.

<sup>37</sup> cf. § 130 StGB, [https://www.gesetze-im-internet.de/englisch\\_stgb/englisch\\_stgb.html#p1333](https://www.gesetze-im-internet.de/englisch_stgb/englisch_stgb.html#p1333)

<sup>38</sup> such as **rejecting analytics tracking**