



## Terms of Use for the E-Learning Platform

isits AG, Hustr. 30 in 44787 Bochum, Germany, offers individual and cooperative learning via an e-learning platform (Online Campus for short). The following terms and conditions define the legal framework for the use of this e-learning platform. Therefore, please read these terms of use carefully

### 1. Privacy

To set up personal access to the Online Campus, personal data from and about you is collected and processed. This data is linked to your person. It is therefore our duty to inform you which data is collected and processed and what rights you have with regard to the collection and processing of data.

The legal basis for the collection and processing of personal data is your consent pursuant to Article 6 (1) a) DSGVO. In the following we describe which personal data is processed:

- Data that you provide during registration. These are details such as your name and e-mail address, which are necessary for login and for issuing certificates.
- Data entered by you through forum entries or messages.
- Data indicating your module or course affiliation with corresponding learning progress, exam and test results.

### 2. Access to the data

Persons in charge of teaching and organization within the framework of the distance learning program and persons responsible for the administration of the Online Campus as well as the database and web server have access to all personal data stored in the system in accordance with their tasks. This data will only be processed if and to the extent necessary for the operation of the e-learning platform.

The data will not be passed on. An exception is made if the participant expressly authorizes the disclosure of the data, if the data is required for the issuance of documents as part of the distance learning program, or if the disclosure is required by law.

Storage of other data:

Cookies (short pieces of text information) are used by the e learning platform in several ways:

Session cookie: This cookie is necessary so that the Online Campus can identify you across multiple pages without you having to re-authenticate or log in each time you change pages. The cookie is set the first time you access the Online Campus and remains set until you log out or close your browser (the latter can be prevented by local browser settings if necessary) or remove the cookies from your browser or change the relevant security settings on your PC.

Usability cookies: Individual components of the Online Campus use cookies to increase user friendliness - for example, to save the state of displayed or hidden web page elements across multiple page views.

Please note that individual pages or functions can no longer be used or displayed accordingly if you deactivate the cookies.

### 3. Deletion of personal data

Participants have the right to have incorrect data corrected, blocked or deleted upon written request. In the event of deletion, restriction or revocation, further use of the Online Campus and access to the learning content stored there as well as participation in the activities and functions available there can no longer be guaranteed with immediate effect.

The personal data will be deleted from the system as soon as they are no longer required for the purpose of collection or you have declared your revocation, insofar and as long as no legal retention obligations exist.

Master data in your user profile will be stored until the user profile is deleted. User profiles are deleted five years after the last login. There is no entitlement to deletion if information was collected by you yourself and this information is in the context of information from other users (e.g. forum posts).

### 4. Copyright

All materials posted on the Online Campus are protected by copyright unless explicitly stated otherwise. This means that the content is intended for personal use in the course of distance learning, may not be passed on to third parties without the written consent of the author, and may not be reproduced or modified.

The publishers and authors of the distance learning website endeavor to observe the copyrights of the graphics, sound documents, image materials, film and video clips and texts used on all web pages, to use graphics, image materials, film and video clips and texts they have produced themselves or to use license-free graphics, sound documents, image materials, film and video clips and texts. All brands and trademarks named and possibly protected by third parties within the online offer are subject without restriction to the provisions of the respective valid trademark law and the ownership rights of the respective registered owners. It should not be concluded that trademarks are not protected by the rights of third parties solely on the basis of their mere mention. The copyright for any material created by the operator of isits is reserved. Any duplication or use of objects such as images, diagrams, sounds or texts in other electronic or printed publications is not permitted without the author's agreement.

### 5. General obligations of use

Upon registration, the participant is granted a non-transferable, simple right to use the e learning platform.

Users of the Online Campus will always behave in a polite and respectful manner towards other participants. You agree not to post any information, messages or opinions that are unlawful, harassing, defamatory, abusive, harmful, in bad taste, obscene, or otherwise objectionable, or that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation. You agree not to use any advertising, commercial or non-commercial.

By using the forums, you acknowledge that isits AG is not responsible for the content. As a matter of principle, isits AG does not subject forum content to any screening process and does not monitor it. isits AG has the right, but not the obligation, to remove forum content that is harmful or offensive to isits AG's experience or that may otherwise violate the Terms of Use. isits AG has the right, at its discretion, to monitor some, all or none of the areas of the forums for compliance with the terms of use or other rules provided to learners.

They are aware that communication via forums is public and not private. The learners are responsible for the content of their information left via forums and their consequences. The isits AG reserves the right to remove any content for any reason without prior notification. However, isits AG is not obligated to remove any content that you find problematic or objectionable.

You agree to use forums only to send and receive information and messages that are appropriate and related to the particular e-learning topic.

Participants undertake to report any errors or problems occurring during the use of the Online Campus to isits AG immediately.

In order to constantly improve the quality of the service, isits AG conducts surveys at intervals. Participants agree to participate in these surveys when they log in for the first time.

In order to participate in forums, it is requested that participants upload a photo of themselves in jpeg format to the Online Campus. Abuse of this option, e.g. by uploading photos that offend, will result in your exclusion from the forums after a written warning in the event of a recovery.

### 6. Operation

The use of the content on the isits e-learning platform takes place via the use of a standard browser. The user alone is responsible for meeting these system requirements.

### 7. Liability on the part of the participant(s)

If the participant culpably violates the terms and conditions of use or legal obligations, he or she shall be liable for the damage incurred in accordance with the legal requirements. In addition, liability is possible under labor or employment law, civil and criminal law, or the law governing administrative offenses.

You understand and agree that the Online Campus contains a range of content that cannot always and comprehensively be controlled, e.g. forums, links to third-party websites and offerings, third-party software or data, etc. isits AG and its employees accept no responsibility for this third-party content.

### 8. Exclusion of use

If there is a violation of the terms of use, the participant will be requested to refrain from this behavior immediately. If the person does not comply with this request, he or she will be temporarily or permanently excluded from using the learning platform by the administrators. There is no entitlement to re-admission. The prerequisite for re-admission to is, among other things, a written application with the credible evidence that the misuse of will be refrained from in the future and that any damage has been compensated.

### 9. Liability

As the provider of the e-learning platform, isits AG is liable exclusively for grossly negligent or intentional breaches of duty. All contents are created with the necessary care. However, isits AG cannot assume any liability for the completeness, up-to-dateness and correctness of the content at all times.

### 10. Modification of the terms of use

isits AG reserves the right to extend or change these provisions without prior notice. The applicable terms and conditions of use will be published here <https://www.is-its.org/downloads>.

### 11. Legal validity

These statements are to be regarded as part of the e learning form from which reference was made to this page. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

Should individual provisions of the above provisions be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The ineffective provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the ineffective provision. The same shall apply in the event of a loophole.

The above terms and conditions of use shall also apply if they are expressly rejected by the part.

### 12. Responsible entity

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