

## Terms of use – Agreement

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### 1. Use of the learning platform ILIAS

The learning platform is operated by the Federal Association for Digital Teaching at the Universities of the German Civil Service (Bundesarbeitsgemeinschaft digitale Lehre an den Hochschulen für den öffentlichen Dienst in Deutschland) and includes public and restricted domains. It is available to students and staff of the member institutions as well as to their cooperation partners who are authorized for the duration of special projects. The contents of the learning platform are available to users free of charge in accordance with the administration's guidelines.

The right of use ceases automatically upon leaving the member institution or upon termination of a project partnership, unless a special status (e.g. as alumni) has been granted.

### 2. Copyrights

All copyrights to the contents remain with the respective authors. The use in research and teaching, for information, teaching and learning purposes is permitted as well as private use (e.g. copy, download and print content).

Any reproduction (data carrier, printouts and copies on paper or other materials, etc.) and / or their transfer to third parties for commercial purposes during and after the end of the access authorization is not permitted and will be prosecuted under criminal and civil law. It also will entail the immediate termination of the right to use. This also applies to making the content accessible to third parties who are not authorized to access it (e.g. by passing on the personal password).

### 3. Data protection

#### 3.1 Collected, processed and stored data

Registration on the ILIAS platform requires a valid e-mail address. Furthermore, the user must state their first and last name as well as the user name and the institution they belong to. The institution's name is required for the assignment to the member institutions within the Federal Association for Digital Teaching.

This personal data is stored only for the duration of use.

The purpose is exclusively to allow users access to the content.

Data related to users' behaviour on the learning platform is recorded by the system and can be viewed by administrators or authors. The following data is collected and stored:

- Consent to the user agreement and date of approval
- The permissions or roles of each user name
- For group and course membership: Date of enrollment and learning progress ("Not yet started" / "In process" / "Edited" / "Failed")
- History data: date of creation of the account and by whom (owner), last login and ownership of objects
- When using the internal mail system, the messages sent and received via this e-mail function
- When using the automated notification function in groups and courses, the messages sent and received
- In the event of an error and for quality management, server logs can be activated and evaluated by the administrators. These contain the name of the retrieved file or page, the date and time of

the retrieval, the amount of data transferred, the http status code, the calling IP address, and the browser type and version

- Support issues and requests are forwarded to a provider's support system if necessary.
- In addition to the personal data (name, first name and e-mail address), the date and time of the support ticket creation, the content of the ticket and its processing history as well as the progress of the further communication to this ticket until the ticket is closed (Completion of the request) are saved as history data.

The data can be viewed by the following persons to fulfill their purpose:

- Course tutors, group and / or course administrators see the enrolled participants and their learning progress with master and historical data (enrollment status, list of participants, learning success, last login / enrollment)
- Group and / or course members can see the user names of the respective members and get in touch with them. Further information (so-called profile data) is only visible if it has been released by the user.

During use, all participants can see who is currently logged in to the learning platform ("Active User" display). Data beyond the publication of the name and user name determine the users themselves in the personal profile.

### 3.2 Data storage

The data is stored in order data processing at a provider. A contract corresponding to the EU Data Protection (EUDATAP) exists.

Name and address of the current provider:

Databay AG

Jens-Otto-Krag-Straße 11

D-52146 Würselen

[www.databay.de](http://www.databay.de)

### 3.3 Data transfer to third parties

There is no transfer of data to third parties.

### 3.4 Data portability

The following data can be transmitted from ILIAS by the users:

- Portable:
  - profile, own settings (XML)
  - Personal notes on the "personal desk"
  - Bookmarks
  - personal calendar
  - learning status
- Exportable are:
  - Certificates
  - Objects from the personal workspace
  - Badges
  - Personal blogs
  - portfolio
  - Own contacts
  -

### 3.5 Data deletion

As soon as the users inform their institution in writing or by e-mail to the local administrator that they are no longer interested in further use, their data will be deleted. However, any personal information within comments and forums remains unaffected, because that cannot be automated. Therefore, in comments and forums, no personal information should be provided.

### **3.6 Anonymized data storage**

The User further agrees that the data may be stored beyond the period of use if this takes place exclusively anonymously and the information is for scientific purposes only, e.g. to optimize teaching, to create user statistics, etc.

### **3.7 Notes on cookies**

The learning platform is accessed via a browser. In this context, two cookies are written when invoking current ILIAS versions. The cookies are stored on the client (the user's browser), not in ILIAS itself or on the servers of the ILIAS provider. No personal data is written directly into cookies.

## **4. Obligations of the users**

Users may not publish offensive or unlawful statements and content in their posts (forums, chats, hyperlinking, and uploaded files, etc.). Violations of these provisions may be prosecuted under criminal and civil law as well as lead to the immediate termination of the right of use.

The users are obliged to refrain, to the best of their knowledge and belief, from actions and data entries on the learning platform which could lead to a disruption of the overall operation.

## **5. Disclaimer**

No responsibility is accepted for content that is referenced directly or indirectly (links) and that is outside the sphere of influence of the members of the Federal Association for Digital Teaching at the Universities of Civil Service In Germany.

There is no guarantee for the actuality and completeness of the content provided on the learning platform.

Liability claims against the authors, the members of the Federal Association for Digital Teaching at the Universities of Civil Service In Germany and the operators of the learning platform, which refer to material or immaterial damage or which were caused by the use or disuse of the presented content or by the use of incorrect and incomplete contents are excluded.

Usage is at your own risk.

## **6. Other**

This User Agreement is accessible online from the login page. It can be changed at any time by the Federal Association for Digital Teaching at the Universities of Civil Service In Germany, if it is factually justified.

With the consent to this user agreement, the User acknowledges the validity of each individual regulation, the validity of each individual regulation is not affected by the validity of other individual regulations. Changes will come into effect with online publication. Through continued use of the learning platform the users agree to the amended agreement.

Release: May 24, 2018