

Terms & Conditions of Use - MOODLE

(as of July 2018)

Preamble

At UMIT TIROL, „Moodle“ serves as learning and communication platform (in short: „**platform**“) in order to support and enable blended-learning and media-supported teaching based on a uniform platform. On the one hand, UMIT TIROL, as operator (in short: "**operator**"), uses this platform, which is stored on the local server, to guarantee students the fulfilment of the obligations arising from the study contract. On the other hand, UMIT TIROL ensures that persons who are in a contractual relationship with UMIT TIROL (external and internal teachers as well as employees) can fulfil their responsibilities under the contract. Thus, only those persons who are in a contractual relationship with the operator (in short: "**users**") are entitled to use the service.

§ 1 Application

The terms and conditions of use of the platform apply to all users. By accessing Moodle via the user data provided by the operator and by confirming the Moodle terms and conditions of use, the user declares that he/she has read and understood these terms of use. Thus, they shall form part of the contractual relationship between the operator and the user.

§ 2 Use of Personal Data

- (1) The platform can only be accessed using the personal user data provided by the operator (personalized registration). Every time a user accesses or uses the platform, personal data are created. The operator undertakes to only use these data to meet the contractual requirements and not to use them for any further evaluations unrelated to these requirements without prior consent of the user. The forwarding of data to third parties outside of any contractual relationship is prohibited, unless permission is granted by the user or the operator is obliged to disclosure due to legal requirements.
- (2) The aforementioned purposes serve the fulfilment of the contractual requirements (Art. 6 lit. b GDPR) as well as the legitimate interest of the operator (Art. 6 lit. f GDPR) so that a separate consent (Art. 6 lit. a GDPR) to process personal data shall not be required. Via its homepage, the operator complies with the duty of disclosure under Art. 13/14 GDPR. The respective privacy policy statement is accessible via the following link https://www.umat.at/page.cfm?vpath=meta/datenschutz&switchLocale=en_US.

Every user has a right of information, rectification, deletion and restriction of processing of his/ her personal data under Art. 15, 16, 17 and 18 GDPR, unless these data are further required for the fulfilment of contractual obligations on the part of the operator. Every user has the option to make use of the above-mentioned rights under data protection law using the following UMIT TIROL E-Mail address: datenschutz@umat.at. Furthermore, complaints regarding the treatment of personal data may be lodged with the Austrian data protection authority (<https://www.data-protection-authority.gv.at/>).

- (3) For lectures, courses, evaluations and the like, which have been completed for at least five years when the respective academic year ends, checks are performed, in agreement with the competent UMIT TIROL committee, on an annual basis at the end of

each academic year (30.09) to decide whether course-related data may be deleted. Unless there are any reasons to do otherwise, these data will be stored no longer but deleted permanently. However, 10 years after the end of the academic year in which the entry for the course was created, the course material will be deleted, unless there are compelling reasons to do otherwise (e.g.: protection from legal claims). Personal Moodle data (name, E-Mail address, user data, department where applicable) are related to the UMIT TIROL account. After termination of the contractual relationship with the operator and cancellation of the UMIT TIROL registration, the data will be deleted.

§ 3 User Obligations

- (1) The forwarding of E-Mail addresses or other personal data, incl. personal statements, postings etc. of other users registered in the system, to unauthorized persons is prohibited.
- (2) The contact between operator and user shall be concluded exclusively via the E-Mail account registered in the system. Users must ensure that they are reachable via this account.
- (3) Every user is obliged to comply with all legal provisions, in particular to the copyright and data protection law provisions.
- (4) Every user is personally responsible to ensure that his/her material does not infringe any third party rights or violate any other pertinent regulations in any way, in particular copyright law, competition law or data protection law regulations. It is expressly forbidden to exchange, use or publish copyright-protected works via this platform if the legal conditions for this are not satisfied. Before placing a link, the content of linked pages shall be checked for legal infringements. The linking to pages with illegal content, in particular extremist or insulting content, is prohibited.

§ 4 Prohibited Use

- (1) The user shall refrain from any improper use of the platform. He/she is obliged to solely work with the personal user data provided by the operator. The transfer of user data including passwords is prohibited. Users shall take precautions to ensure that unauthorized third parties have no access to the platform.
- (2) UMIT TIROL reserves the right to check the contents of the provided course material on a random basis. Any contents violating the current law can be removed by the operator without prior notice.

§ 5 Limitation of Liability and Disclaimers

- (1) The user shall be liable for any culpable breach of the statutory obligations or obligations covered by these terms of use.
- (2) UMIT TIROL cannot guarantee constant availability of the online connection. UMIT TIROL tries to avoid temporary interruptions due to the usual maintenance work and/or system-immanent disturbances of the internet, however, this is not always possible and UMIT TIROL provides no guarantee or promise whatsoever.
- (3) UMIT TIROL shall not be liable for a culpable violation by a user as referred to in Sect. 1 nor for any attempt to gain unauthorized access to the platform. UMIT TIROL shall only be liable for material damages due to intentionally or gross negligently caused breaches of duty, provided that they are directly related to the operation of the platform and are

part of the contractual obligations. This holds true in particular for material damages which result from downloading materials or software or other transactions on technical devices of users.

§ 6 Rights of Use

- (1) Upon registration, the user is granted a simple, non-transferable right of use for the platform.
- (2) Copy rights to any content remain with the respective owner, including the corresponding exploitation rights, unless other agreements have been concluded (e.g. work contract).
- (3) The provided storage space shall be used exclusively to meet the contractual arrangements with the operator.

§ 7 Governing Law and Jurisdiction

- (1) Austrian law shall apply exclusively, excluding the conflict-of-law rules. All other university-related specifications and requirements at UMIT TIROL shall apply, in particular the IT regulations and the EWZ guidelines.
- (2) The sole place of jurisdiction shall be the competent court for the registered office of the operator.

Translation

Please note: in the event of a conflict of interpretation, the German version shall be legally binding!