



## Terms of Use of the HEIDENHAIN Learning Platform

The following terms apply to all participants, administrators, or student accounts of the HEIDENHAIN Learning Platform from DR. JOHANNES HEIDENHAIN GmbH (hereinafter referred to as "JH").<sup>1)</sup>

<sup>1)</sup> For easier readability, the masculine form has been chosen for this document; this does not in any way represent a valuation. The feminine and masculine forms are always meant.

### Storage of personal data

The electronic storage of the following personal data is necessary for the creation of a personal access account for the HEIDENHAIN Learning Platform:

- First, middle, and last names
- E-mail address
- Place of residence (street, house number, ZIP code, city)
- Country
- Educational institution / school / college or company

These data are subject to applicable data protection law.

The username and password for initial login will be sent to the e-mail address provided by the participant upon registration. The login name/username cannot be changed.

The corresponding access data consists of the username and an automatically generated password. This password must be changed by the participant during initial login.

Upon written request, the participant is entitled to receive information free of charge regarding the stored personal data.

This data will not be disclosed to third parties. An exception exists if the participant expressly approves the disclosure of data or if the release of data is required by law.

Persons assigned administrator roles for the HEIDENHAIN Moodle Learning Platform, as well as for the database server and web server, have, in accordance with their tasks, access to all of the personal data stored in the system. Processing of these data is permitted only if and insofar as such processing is necessary for the operation of the HEIDENHAIN Moodle Learning Platform.

### Deletion of personal data

Upon written request, the participants are entitled to have incorrect data corrected, blocked, or deleted.

The personal data will continue to be saved for a period of four months after end of use. Data from participants who have not been active on the learning platform for over a period of 120 days will be permanently removed from the system. Moodle courses and their content will be deleted after three months at the earliest. The end of use is either the end of the course for which the participant was registered or any other form of exit from the course room (e.g., being removed by the course instructor or the ending of the right of use).

### Storage of other data

When a web file is called within the HEIDENHAIN Moodle Learning Platform, the following access data are stored:

- The IP address of the accessing client
- The accessed websites
- The return status code of the web server for the request
- The website from which the delivered website was addressed (referrer)
- The browser type identification transferred by the web browser being used
- Error message issued by the web server in the event of an error

These stored data are acquired solely for technical or statistical purposes. Neither persons responsible for the course (e.g., the course instructor) nor other course participants have access to these data.

The date and time of the access is stored as well. The course instructor has access to these data, which he is permitted to use only for instructional and learning purposes within the scope of the performance of his tasks.

Any transfer of data will be secured.

In addition, all of the data that are voluntarily provided by the participant and that arise from use will be stored. These data include personal contributions in forums and blogs, insofar as such functionality is available to the participant. These data are permitted to be used by instructors and participants solely for instructional and learning purposes in the course within the scope of the performance of their tasks.

Moodle does not have an archiving function. Instead, certain items of participant data are allocated to the registered participant. If this participant cancels his system registration or is deleted from the central identity management system and therefore from the Moodle database (e.g., as a result of completing an educational program), then certain items of participant data will be lost.

### Deletion of data

Moodle courses and their content, as well as data from participants, are deleted, at the earliest, four months after end of use. The reason for this delay is in order to allow participants, after the end of their participation in a HIT module or course module, to visit a new HIT module or course module using the same profile and data already contained therein and, if applicable, to continue use through the purchase of another or additional right of use.

### Copyright

Unless otherwise stipulated, any materials placed on the HEIDENHAIN Moodle Learning Platform are protected by copyright.

The user must comply with applicable copyright law for all files and content.

*The following applies to content provided by JH:*

Copyright© DR. JOHANNES HEIDENHAIN GmbH. All rights reserved. All text, images, graphics, sound documents, animations, and video sequences on the HEIDENHAIN Moodle Learning Platform are subject to copyright law and other laws that protect intellectual property. Reproduction, alteration, and use in other electronic or printed publications without express approval from DR. JOHANNES HEIDENHAIN GmbH is prohibited, unless otherwise stipulated.

*The following applies to data provided by the course instructor within the scope of the Premium Classroom License:*

The educational institution and the respective course instructors are responsible for any course content that is not provided by JH in the HIT module. The educational institution and course instructors are responsible for complying with applicable copyright law. If there are indications of potential legal violations, such as libel and copyright infringement, the educational institution or the course instructor appointed by the educational institution is obligated to immediately block the content concerned and to delete or re-release the content after a thorough review. JH must always be informed in writing about indications of possible legal violations. JH is entitled to immediately block and delete any content upon complaints regarding legal violations (e.g., copyright infringement and libel).

This means that the content is intended for personal use and must not be reproduced, altered, or passed on to third parties. This also applies to materials that are created during the course by the participants individually or collectively. Regardless of the potential for copyright protection, all participants hereby agree to allow personally created material to be used for course purposes. As the operator of the HEIDENHAIN Moodle Learning Platform, JH will be held harmless from any third party claims for copyright infringement.

## General obligations of use

By registering, the participant will receive a non-transferrable, single right of use for the HEIDENHAIN Moodle Learning Platform. This Learning Platform is to be used solely for the conveyance of learning content from the HEIDENHAIN Interactive Training (HIT) learning program from JH and for the creation and execution of Moodle courses and e-portfolios. Any other use, whether private and/or commercial, is expressly prohibited. The memory space provided to the participant, if applicable, must be used solely for the storage of content created in connection with the respective HIT module.

All participants are obligated to treat any accessible data of other participants with strict confidentiality and to not disclose these data to third parties. The only exception is the applicable written consent of the respective affected person. All participants of the HEIDENHAIN Moodle Learning Platform are prohibited from deleting, suppressing, or altering data without authorization. Usage that deviates from the stated purpose is likewise prohibited.

Moreover, the participants must comply with legal provisions, both in general and within the scope of copyright law and data protection. The creation of a link to external websites is prohibited.

Participants must not place in the Learning Platform any objectionable, pornographic, obscene, defamatory, libelous, threatening, seditious, or racist content in violation of legal provisions. The placing of any type of advertisement in the Learning Platform is also prohibited, as is the transfer of information containing a virus, an error, manipulations, or similar harmful elements. Content that is directly or indirectly suitable for harming the reputation of JH and any affiliated companies or their products must also not be placed in the Learning Platform.

## Operation of the HEIDENHAIN Moodle Learning Platform

The use of content from the HEIDENHAIN Moodle Learning Platform (see Section 1 for the respective license content) can be performed by two technical means:

- By means of the Moodle app
- By means of a standard browser

The user is solely responsible for meeting the system requirements.

## Use of the HEIDENHAIN Learning Platform via the Moodle app

The HEIDENHAIN Moodle Learning Platform can be used by means of the Moodle app. You can obtain the Moodle app in appropriate app stores.

The Moodle app will not be provided by JH, is not a product of JH, and cannot be obtained through or from JH. JH does not guarantee, promise or otherwise obligate itself in any way with regard to purchase or use via the Moodle app.

With the Moodle app, the learning contents can also be used offline. However, the following is not possible during offline use: the use of learning progress control, several Moodle tools, and version updates (Moodle platform or HIT content).

## Exclusion from use

If a participant breaches the Terms of Use, he will be instructed to refrain from his behavior. If he does not comply with this instruction, he will be temporarily or permanently excluded from use by the instructor of his course on the Moodle platform or by JH (that is, the administrators). There is no entitlement to readmission. Requirements for readmission include a written request providing assurance that the improper behavior will be refrained from in the future.

## Liability on the part of JH

As the operator of the HEIDENHAIN Moodle Learning Platform, JH is liable solely for intentional or grossly negligent breaches of duty. This also applies especially to damages arising for participants of the HEIDENHAIN Learning Platform through the downloading of materials.

This limitation of liability does not apply insofar as liability exists as follows:

- a) in accordance with the German Product Liability Act
- b) in the event of malice
- c) upon non-conformity with a granted guarantee
- d) due to culpable injury to life, body, or health
- e) due to the culpable breach of essential contractual duties.

However, the claim for damages resulting from the breach of primary contractual obligations is limited to damage that is typical to the contract and foreseeable, unless one of the other cases mentioned above applies.

Insofar as liability on the part of JH is accepted in accordance with the sections above, the liability for data loss is limited to the typical data restoration effort that arises with the performance, on the part of the user, of periodical backups commensurate with the risk.

## Liability on the part of the participants

If a participant culpably commits a breach of the Terms of Use or violates legal obligations, he will be held liable in accordance with the legal provisions.

## Changes to the Terms of Use

JH reserves the right to expand or change the Terms of Use.

Possible changes to the Terms of Use will be announced in writing on the HEIDENHAIN Moodle Learning Platform with a corresponding reference as to where the changes can be viewed.

## Legal validity

These statements are to be seen as part of the Internet offering from which this page is referred to. If parts or individual formulations of this text do not, no longer, or incompletely conform to applicable law, the other parts of this document will remain unaffected in their content and validity.

## Data protection statement

I hereby acknowledge that I have read and accept the Terms of Use and the information regarding data protection, particularly the HEIDENHAIN Data Protection statement.

I hereby acknowledge that, through my participation on the HEIDENHAIN Moodle Learning Platform, mandatorily provided personal data will be processed.

I hereby consent to the processing of this data that is stored in my personal profile as well as to the processing of contributions published in my name. I likewise hereby consent to the processing of data arising through my use of the Learning Platform within the scope of Moodle courses.

I can view this statement of consent at any time on the landing page of the HEIDENHAIN Moodle Learning Platform.

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