

User agreement

§1 Access

1. The access to the learning platform OPAL is governed through the allocation or deletion of logins of the university or the close to university facility, on behalf of which the BPS "Bildungsportal Sachsen GmbH" (hereafter called: system operator) makes the learning platform available for you to use. The period of use is moreover depending on the status of order relations between the system operator and your university or close to university facility.
2. By accepting these terms of use, you acknowledge that the use of OPAL is based on and within these terms of use. Please also note the possibly additional terms of use applicable with the allocation of logins at the respective university or close to university facility.
3. The system operator aims to do everything in his power to guarantee access to OPAL and the data stored there to you at any time. Interruptions or restrictions of availability of OPAL, however, cannot be entirely excluded. Furthermore, disturbances regarding the internet and your local access technology are not part of the system operators area of responsibility.

§2 Obligations

1. You are obliged to keep your access data secret at any time. You have to especially keep your password in a way that unauthorised third parties are not granted access to OPAL, so that misuse is excluded.
2. The content, personal and other data accessible to you in OPAL may be exclusively used by yourself and in person. The unauthorised dissemination or utilization is prohibited. This prohibition also remains persistent after expiry or blocking of your access to OPAL.
3. You have to state a valid e-mail address in your personal data, regularly control the latter regarding its efficiency and read e-mails that have been sent to this address.
4. You are the only person responsible for all contents and other data which have been created or lodged by you in OPAL. You have to especially make sure that lodged data is free of viruses and unfavourable functions.

§3 Unacceptable contents

1. You may not lodge any contents and data in OPAL, the storage, publishing or use of which infringes upon criminal law, copyright, trademark law and other labelling rights, violates regulations regarding the protection of minors or personal rights and privacy or is contra bonos mores. Forbidden is, amongst others, the posting or sending of contents and data of offensive, libellous or any other honour violating, pestering or threatening kind.
2. The use of the system for any form of commercial advertising or marketing is, just like the lodgement of encrypted, not generally accessible data, only allowed with prior consent of the system operator.

§4 Data protection

1. The system operator imposes, processes and uses personal data only within the frame of Federal and country data protection regulations. He especially guarantees to not give data of users to third parties without their prior consent. Exempt from that is the necessary provision of data required for the proper value performance for the access granting university or close to university facility.
2. You can, at any time, request free of charge information about your saved personal data from the system operator under one of the below listed contacts.

§5 Blocking, Indemnification

1. The system operator is authorized to block your access in case of actual circumstances of probable justified cause of violation against these terms of use or to remove contents or data posted by you, which supposedly violate the conditions of these terms of use, from his offer or he is authorized to block access to these. Such measure usually assumes that you are first given the opportunity to comment or remove the violation. Without prior notice, this is only acceptable in urgent cases.
2. Your university will be immediately informed about measures according to section 1 by indication of reasons. In particularly severe cases of violation against these terms of use the system operator reserves the right to induce legal measures against the user.
3. The system operator explicitly points out that you can be obliged to compensate the system operator for damage caused through culpable violations (deliberately or grossly negligent) against obligations arising from these terms of use according to respectively applicable legal regulations. This also includes claims for damage and compensation of third parties as well as all costs of proper legal support.

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