

# Terms of Use for the OLAT Campus Community platform

## § 1 Scope

These Terms of Use refer to the use of the OLAT Campus Community platform based on the software OLAT Campus.

## § 2 The OLAT Campus Community platform

1. The OLAT Campus Community platform is an offer of the BPS Bildungsportal Sachsen GmbH (hereafter called: system operator), Bahnhofstraße 6, 09111 Chemnitz.
2. The system operator offers on the OLAT Campus Community platform varied information, functions to support online collaboration such as forum or wikis and learning programs dedicated to be used by users interested in the learning platform OLAT Campus.
3. The access and use is based on the Terms of Use described in the following. Access and use is only granted if you agree to those Terms of Use.
4. The system operator aims to do everything in his power to guarantee access to the OLAT Campus Community platform and the data stored there to you at any time. Interruptions or restrictions of availability of the OLAT Campus Community platform, 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.

## § 3 Access

1. The system operator imposes, processes and uses personal data only within the frame of Federal and country data protection regulations. Regulations regarding the protection and use of personal data are given in detail in the Terms of Use of the OLAT Campus Community platform.
2. The OLAT Campus Community-Plattform offers all interested Internet users the possibility to register and thus create a personal account.
3. By using the OLAT Campus Community platform under those Terms of Use you ensure to not transmit your access data for the related account (combination user name and password) to third parties, you ensure that your profile data is correct and you will keep it up to date.
4. You agree that you are responsible for any use of the OLAT Campus Community platform proceeded to with your account and password. You agree to protect your access data against unauthorized use and to immediately inform the system operator in case you notice or suspect an abusive use of your account by third parties.

#### **§ 4 End of user authorization for OLAT Campus Community platform**

1. The system operator is authorized to partly or complete block your access to the OLAT Campus Community platform or to terminate user authorization to the OLAT Campus Community platform contents registered on your account if they, from the point of the of the system operator, do not respect those Terms of Use or in any other way may be of an disadvantage for the OLAT Campus Community platform.
2. You are free to proceed to a deletion of your account on the OLAT Campus Community platform. Therefore please send an email to the system operator´s support ([support@bps-system.de](mailto:support@bps-system.de)) by mentioning your user name. Please ensure to use the email address that is registered in the OLAT Campus Community platform.

#### **§ 5 Copyright**

1. You agree that information such as text, pictures and videos as well as other materials shown on the OLAT Campus Community platform are protected by copyright or trademarks. Reproduction, processing, dissemination and any type of use beyond what is permitted under copyright requires written authorisation from the respective author and/or the manufacturer.
2. Your are the only person responsible for all content and further data that is created or stored by you on the OLAT Campus Community platform. You have to especially make sure that lodged data is free of viruses and unfavourable functions.

#### **§ 6 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 bones 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.

#### **§ 7 Changes to the OLAT Campus Community platform**

The system operator is authorized to change or block parts or special functions of the OLAT Campus Community platform. Accordingly, the system operator is also authorized to restrict the access to the offers of the platform as well as its duration and scope of usage.

## **§ 8 Terms of Use placement and change**

1. The Terms of Use are accessible online via the link „Terms of Use“ in the footer of the OLAT Campus Community platform.
2. The system operator is authorized to change any paragraph of this Terms of Use at any moment. Changes enter into force as soon as the system operator published them. By continued usage of the OLAT Campus Community platform you agree to the changed Terms of Use and are bound to it. You can refuse your agreement to those changes only by requesting a deletion of your account by the system operator. Therefore please contact [support@bps-system.de](mailto:support@bps-system.de).

## **§ 9 References, links, liability and damages**

1. The OLAT Campus Community-Plattform contains links to external websites of third parties published in individual user content on which the system operator has no influence. For this reason the system operator cannot accept any liability for third parties content. For content of referenced pages is liable the concerned supplier or page operator. If you reference pages in your content on the OLAT Campus Community platform your are obliged to check those pages at the time of referencing them regarding possible violations of law in order to ensure that the links are free of illegal content. A permanent content control of referenced pages is not reasonable for the system operator without concrete clues of a law breaking. As soon as the system operator become aware of a legal violation such links will immediately be removed.
2. The system operator states that in case of explicitly culpable violation against the conditions (caused by malice aforethought or gross negligence) of this Terms of Use you may be obliged to render compensation for the damage in accordance with the applicable statutory regulations. This includes claims for damages and compensation of expenses from third parties as well as costs required for a legal defence.
3. The system operator excludes all liability for the topicality, correctness, completeness or quality of the information provided on the OLAT Campus Community platform. Claims for compensatory damages against the system operator regarding direct, indirect or consequential damages of a pecuniary or non-pecuniary nature caused through the use or non-use of the information presented or as a result of erroneous and incomplete information, are excluded, insofar as there is no demonstrable fault of an intentional or grossly negligent nature on the part of the author.