

TERMS OF USE

For students and schools
using HPI School Cloud International

These terms of use apply to the use of HPI School Cloud International by students. The school has offered your child/you the possibility of using HPI School Cloud International. By creating an account for your child (or yourself if you are already 18 years of age), you agree to these terms of use. You can save or print these terms at any time using the function of the internet browser you are using.

In the following, the students are referred to as users and the teachers as users and course instructors.

1. Registration and login

- 1.1 Registration, login as well as use of HPI School Cloud International are free of charge.
- 1.2 Each user must register or be registered with his/her real first and last name as well as a valid e-mail address.
- 1.3 If the users are registered by their legal guardians, it is necessary that one of the legal guardians authorised to represent the user(s) provides his/her real first and last name as well as a valid e-mail address.
- 1.4 User accounts are to be secured against unauthorised access by using only strong passwords. The requirements for a secure password are defined in the login process. Login data shall be transmitted exclusively via encrypted connections. Passwords are to be kept secret. Each user is responsible for ensuring that he/she alone knows his/her personal passwords and does not pass on assigned passwords.

The user must only log in under the username assigned to him/her. It is prohibited to try out, investigate or use other people's access authorisations and other means of authentication. It is also prohibited to access other people's course rooms and data without the explicit consent of the copyright holder.

- 1.5 Administrator accounts are automatically logged out of HPI School Cloud International after 30 minutes of inactivity. The remaining user accounts are automatically logged out after 120 minutes of inactivity. A few minutes before logging out, a window will appear, alerting the user to the imminent automatic log-out. However, when logging in, the user can also select the option to remain logged in on the terminal device used. In this case, the automatic log-out will only take place after 30 days.

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2. Authorisation to access course rooms

The access authorisation for the course rooms is regulated by the course instructors. Access to course rooms must be secured against unauthorised access by means of access keys.

3. Course content and responsibility

- 3.1 In principle, the user is responsible for all activities carried out under his/her user name.
- 3.2 The course instructors are responsible for what is offered in their course room and supervise the content. They fulfil their duty of supervision towards minors by regularly checking the modules provided in their course rooms (forums, chat, databases, etc.).
- 3.3 The course instructors are responsible for ensuring that the students do not have to provide any sensitive data within the meaning of Article 9 (1) of the GDPR. Sensitive data is data as defined in Article 9 (1) of the GDPR and Article 16 and 17 of Qatar Law No. 13/2016, On Data Protection which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health data, data concerning sex life or sexual orientation.
- 3.4 HPI School Cloud International and all services and files accessible there may only be used for educational purposes without financial or political interests or intentions.

Users may not store any content or data in HPI School Cloud International whose storage, publication or use violates criminal law, copyright, trademark law or other labelling law, disregards regulations on the protection of minors or the protection of personal rights and privacy, or offends common decency. In particular, the posting or sending of content and data of an insulting, defamatory or otherwise degrading, harassing or threatening nature is prohibited.

- 3.5 The use of the platform for sharing or linking copyrighted content is prohibited.
- 3.6 The provisions of the European General Data Protection Regulation as well as Qatar Law No. 13/2016, On Data Protection must be complied with. This applies in particular to the disclosure of names and address data or the publication of photographs without the express consent of the persons concerned.
- 3.7 Principles of decency, good manners and polite behaviour towards each other shall be observed.

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4. Handling of copyright

- 4.1 Copyrightable materials or parts of materials, such as course work, templates, excerpts from other work products, images, etc., that are used in HPI School Cloud International course and/or that are explicitly created for a course room may generally not be used outside the course room and/or passed on to third parties. This applies in particular to teaching and learning materials created by course instructors and to copyrightable contributions made in the course of an HPI School Cloud International course by participants, individually or collectively.
- 4.2 Transfer to third parties and/or use outside this HPI School Cloud International platform of HPI is expressly permitted only with the written consent of the copyright holder.
- 4.3 However, all users expressly agree that all contributions personally created by them, irrespective of whether they are copyrighted are not, may be used for the purposes of the course.

5. Data volume

- 5.1 Unnecessary data traffic due to excessive loading and sending of large files (e.g. graphics, videos or audio files) via HPI School Cloud International is to be avoided.
- 5.2 If users store disproportionately large amounts of data in the workspace without consultation, the administrators are authorised to delete this data. Administrators are teachers at the school who are responsible for managing HPI School Cloud International at the school.

6. Alteration or compromise of the platform

Changes to the installation and configuration of HPI School Cloud International as well as manipulations to the server software (database, web server, school cloud) are strictly prohibited.

7. Exclusion from use

- 7.1 In the event of serious and/or persistent violations of these rules of use, the users concerned may be temporarily or permanently excluded from using the learning platform.
- 7.2 The administrators of HPI School Cloud International platform assigned by the school management as well as the school management itself are authorised in principle to exclude users.

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- 7.3 The temporary or permanent exclusion of participants must always be preceded by a request to refrain from engaging in the offending behaviour. Only if the person in question does not noticeably change his/her behaviour can the exclusion be pronounced by the administrators or school management.
- 7.4 Users who have already been excluded can be readmitted if it is ensured that the abusive behaviour will cease in the future.

8. Guarantee

Users acknowledge and accept that the technical infrastructure and software are not error-free and may occasionally experience outages. We cannot guarantee that HPI School Cloud International will be uninterrupted, timely, secure or error-free. To the fullest extent permitted by applicable law, we exclude all performance guarantees, including adherence to customary commercial practices, appropriateness for a particular purpose, professional execution and non-infringement.

9. Limitation of liability

- 9.1 The school is not responsible for the content of users, their materials or any other third party materials, including links to third party websites and activities provided by users. Such content and activities are not attributable to the school nor do they reflect the views of the school.
- 9.2 The school is liable unconditionally
- in the event of intent or gross negligence,
 - for injury to life, limb or health,
 - in accordance with the provisions of the Product Liability Act (*Produkthaftungsgesetz*) and
 - to the extent of any guarantee granted by the school.
- 9.3 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of use (cardinal obligation), the school's liability is limited to the amount of the damage that is foreseeable and typical according to the type of use.
- 9.4 There is no further liability on the part of the school.
- 9.5 The above limitation of liability also applies to the personal liability of the school's employees and representatives.

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- 9.6 The school shall not be responsible or liable for any failure to perform or for a delay in performance of its obligation under these terms of use to the extent that such failure or delay is due to circumstances beyond the school's reasonable control (force majeure, malicious damage to property or compliance with applicable law or a governmental order). The school shall make every effort to minimise the impact of such events and to fulfil the obligations not affected thereby.

10. Final provisions

Should individual provisions of these terms of use be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

For further information, please contact: datenschutz-fragen@hpi-schul-cloud.de or the school's data protection officer at datenschutz@ds-doha.de.