

Terms of Service

Terms of Service for the ILIAS Virtual Learning and Working Environment at Helmut Schmidt University / Bundeswehr University, Hamburg (HSU/UniBw H)

Dated: 13 November, 2018

§ 1 Scope

These Terms of Service apply for the “ILIAS” Virtual Learning and Working Environment provided by HSU/UniBw H (hereinafter referred to as the “Operator”).

§ 2 Subject – the Learning Environment

1. ILIAS is an integrated, virtual learning and working environment which institutions of the Operator use to ensure and improve the quality in learning and teaching.
2. ILIAS provides, for exclusive personal use within the scope of teaching, web-based learning materials, organisation and communication functionalities for students and teachers of HSU/UniBw H as well as for external users.
3. The *Koordinationsstelle E-Lernen* (E-Learning Coordination Office) at the Media Centre is responsible for the ILIAS IT management, technical concept and organisation of the ILIAS magazine within HSU/UniBw H. The Data Processing Centre provides all basic technical services. Responsibility for the individual magazine directories and the learning contents offered therein lies with the so-called directory managers (cf. §7).
4. Any questions with regard to these Terms of Service and other messages to the Operator (e.g., requests for change or deletion of a user account) may be directed to the address of the E-Learning Coordination Office: elernen@hsu-hh.de.

§ 3 Eligible Users

1. ILIAS may be used by teachers and students, military and civilian employees of HSU/UniBw H as well as by so-called external users.
2. External users are users who are not members of HSU/UniBw H. They have the option to create their own user account in ILIAS (role: User-www) or to visit the “Public Area” within ILIAS without creating a user account (role: Anonymous). By granting respective access rights, the directory managers shall decide what contents of the ILIAS directories may be accessed by external users(cf. §7).

§ 4 Visit, Registration and Access ID

1. All employees and students register within ILIAS by using their general HSU/UniBw H ID as allocated by the Data Processing Centre (role: User-HSU). Their account is activated after logging on to ILIAS at least once and accepting these Terms of Service.
2. External users may register for a user account (role: Nutzer-www) and accept these Terms of Service to activate it. This is done on the ILIAS LogIn page.
3. Anonymous users will be deemed to accept the Terms of Service by visiting the public area

within ILIAS.

4. Only one user account per person shall be registered in ILIAS. If users have consciously or accidentally registered several user accounts, the Operator must be informed by e-mail as to which of these accounts shall be used permanently. The Operator reserves the right to delete user accounts in the event that a person has registered several user accounts in ILIAS (cf. §8.4).
5. By using the ILIAS contents, all users are deemed to agree to the following:
 - o they accept the Terms of Service,
 - o they will not share the password with other individuals,
 - o they agree to the processing of personal data IAW §5 of these Terms of Service.
6. The users are responsible for any use of ILIAS contents. They have to ensure that their user IDs and passwords are protected from unauthorized use. They are obliged to notify the Operator immediately of any misuse of their access information.

§ 5 Data Protection and Security

1. With regard to personal data collected and processed during registration and other administrative processes, the provisions of the EU General Data Protection Regulation (EU GDPR) and the Federal Data Protection Act (BDSG) and the implementing provisions thereto shall apply directly.
2. The Media Centre, in cooperation with the Data Processing Centre, stores the personal data of the users which are mandatory for registration. They will solely be used for identification purposes when using ILIAS contents. For further information see the [ILIAS Privacy Policy](#).
3. Users can display the collected personal data in their user accounts at all times and change them if required.
4. In the event that directory managers or their staff collect, store or process further personal data for teaching and research purposes, a pertinent written data protection concept must be developed. This shall be coordinated with the Data Protection Commissioner. The users involved (data subjects) shall be informed about this.
5. Any data requiring a security classification higher than “offen” (unclassified) must not be collected, stored or processed in ILIAS.

§ 6 Rights and Duties of All Users

1. The right to use ILIAS and the pertaining access rights of the users cannot be transferred to third parties.
2. The users of ILIAS contents bear full responsibility for their activities within the ILIAS application and the associated services.
3. All users of ILIAS contents are obliged to comply with the applicable legal provisions, in particular, not to violate established law of the Federal Republic of Germany. Notably, it is forbidden to publish, transmit or disseminate contents and/or statements which are contradictory to law, especially such that contain offending, violence-glorifying, discriminating or radical elements. This also includes contents accessible via user-created links.
4. Furthermore, it is forbidden to use offensive contents, ambiguous terms and other representations whenever unlawfulness is suspected but cannot be conclusively determined.
5. When teaching and learning processes require that users upload their own files to ILIAS (e.g., assignments), legal provisions must be observed, in particular regarding copyright, data privacy and personal rights.
6. When uploading their own files to ILIAS, users have to include a copyright note to document authorship. For the duration of the storage of these materials in ILIAS, users transfer the right

to the Operator to make these documents accessible to other users subject to these Terms of Service (cf. §10.1).

7. Materials created by users shall be deleted by them from the system by the end of the course, unless permanent storage in the system is desired. If users do not have delete permission, they shall refer to the directory managers (cf. §7) for deletion. There will be not automatic deletion of materials when the user account is deleted (cf. §8.6).
8. The Operator shall be informed of any unlawful use or use in contradiction to these Terms of Service.
9. Any user activities directed at rendering the ILIAS contents nonfunctional or at impeding its use and the unauthorized access to protected contents or personal data as well as their manipulation are forbidden and may be prosecuted under civil and criminal law.

§ 7 Rights and Duties of Users with Extended Rights

For the purpose of conducting teaching, learning, and communications processes it is required for the Media Centre to assign extended user rights (administrator's rights) in the ILIAS magazine to the directory managers of the respective organizational elements (e.g. chairs, institutions, faculties). In turn, directory managers may assign extended rights within their directories to other users (e.g., their staff members).

These rights include for example:

- the right to create sub-directories and to configure their access restrictions,
- the right to allow or deny individual users access to these directories,
- the right to view personal data of other users,
- the right to create or upload digital contents in or to these directories,
- the right to create ILIAS objects for the design of learning and communications processes,
- the rights to assign extended rights in these directories.

The following provisions will apply for extended rights assignment:

1. Extended rights may only be assigned if required for organisational reasons.
2. The Media Centre is responsible for assigning rights at magazine level. The directory managers are responsible for assigning rights at directory level (e.g., category, class, group).
3. The directory managers are responsible for compliance with legal provisions in their directories and the subdirectories therein. This applies in particular to: data privacy laws, copyright, personal rights.
4. Users must not be assigned extended rights, unless they are staff members of HSU/UniBw H or have signed the relevant declarations of compliance with the legal provisions (e.g. data privacy briefing, IT security briefing) designed for staff members of HSU/UniBw H.
5. Directory managers or their staff members (users with extended rights) are required to safeguard directories against access by unauthorized users. This applies in particular for directories containing copyright-protected materials which may only be used freely for teaching purposes (cf. §60a Copyright Act).
6. Usually, directory managers or their staff members (users with extended rights) are required to close and delete directories after the end of a course. This applies in particular for directories containing copyright-protected materials which may only be used for teaching purposes (cf. §60a Copyright Act).
7. User data which become known to directory managers or their staff members within the scope of the extended rights assigned to them must not be used for other purposes or made available to third parties.

§ 8 End of User Authorisation, Exclusion, Deletion

1. Usually, the right of accessing individual ILIAS directories terminates by the end of the respective course or event.
2. The Operator may discontinue access to parts or all of the ILIAS materials or terminate the authorisation to use ILIAS in the event that ILIAS contents and functions are used in a way which the Operator deems to be a violation of these Terms of Service or which may result in damage to ILIAS or HSU/UniBw H.
3. Directory managers or the Media Centre may revoke extended rights at any time, in particular, if the task for which the rights were assigned is no longer fulfilled or the rights are used in a way which the Operator deems to be violation of these Terms of Service or which may result in damage to ILIAS or HSU/UniBw H.
4. The Operator reserves the right to delete user accounts without prior notice if a person has registered several user accounts in ILIAS.
5. Users may terminate their right to use the ILIAS contents at any time and without stating reasons, by notifying the ILIAS Operator of their decision and demanding the deletion of their user information. For reasons of the learning organisation in ILIAS, a created account may not be deleted by the users themselves. Users must request any deletion from the Operator who will then carry out the pertinent action. For further details refer to the [Privacy Policy](#).

§ 9 Compliance with Copyrights

By accepting these Terms of Service, the users expressly agree to the fact that the services offered by ILIAS comprise information, texts, software, pictures, videos, graphics, sounds, and other materials which are protected by copyrights and/or industrial property rights and that ownership of the copyrights and exploitation rights lies exclusively with the respective licensors.

§ 10 Use of Information and Materials

1. The right of using ILIAS granted hereby is not transferable and will only be granted to the users themselves. The users are authorised to display, download, if possible, and print the materials made accessible to them through ILIAS. The right pertains only to personal and non-commercial use.
2. The users are forbidden to copy, use, sell, transfer, publish, or otherwise make available the materials provided in ILIAS for any other uses.
3. The users are permitted, on an occasional and irregular basis, to use immaterial parts of the materials provided in ILIAS in seminar papers, lectures and articles, provided that the copyright provisions are adhered to. This permission is tied to the condition that any use of the materials provided in ILIAS shall be marked by a correct statement of the source.
4. The permission described above does not include postings to newsgroups, mailing lists, electronic notice-boards or other electronic distribution paths outside of the ILIAS environment.
5. In the event that materials provided in ILIAS are used for other purposes than the ones included herein, the user requires the permission of the directory manager of the respective subarea or of the author.

§ 11 Warranty and Liability

1. The Operator does not accept responsibility for the contents, data, and/or information provided by users within ILIAS. The same applies to contents of linked external platforms.
2. The ILIAS services, information and materials are provided on an "as is" and "as available" basis. There is no warranty/liability.
3. The users expressly consent that the use of materials provided in ILIAS will be at their own risk. The Operator does not guarantee that the programme functions will meet the users' requirements or function together as selected by the users.
4. The Operator will not assume liability for any damage resulting from the use or non-use of the information and materials provided in ILIAS. The Operator will not assume liability for potential damage caused by computer viruses or the installation or use of software when accessing or downloading data.

This exemption from liability does not apply in case of intent or gross negligence on the part of the Operator, or a person tasked by the Operator to fulfil the responsibilities.

Internet pages displaying authors' names reflect the opinions and findings of the displayed person(s). The Operator expressly reserves the right to change, supplement or delete parts of individual webpages and contents, or the complete contents without any separate notice, or to temporarily or permanently cease publication.

5. The users agree to indemnify the Operator from all and any claims, including claims for damages, made by other users or other third parties against the Operator due to a violation of their rights because of uploaded contents or due to actions or the violation of a user obligation while using ILIAS.

§ 12 About these Terms of Service

1. These Terms of Service can be viewed online on any page in ILIAS via the "Terms of Service" link in the footer.
2. The ILIAS Operator is entitled to change any section of these Terms of Service at any time. The users shall be notified of any changes. The changes will enter into force at the time they are published online in ILIAS (cf. §14). In the event the users do not wish to agree to the new Terms, they have to discontinue their subscription to the ILIAS contents. By their continued use of the ILIAS contents, users are deemed as accepting the changed Terms of Service and shall be bound by the provisions of the changed Terms of Service.

§ 13 Amendment of the Contents

The ILIAS Operator is entitled to amend or put out of use parts and certain functions of the contents at any time. Correspondingly, the Operator may restrict the use of and access to ILIAS contents as well as the duration and extent of its use at any time. However, the Operator shall endeavour to keep downtimes as short as possible and take care that all functions are available at all times.

§ 14 Public Notices

For notifying users, the Operator uses emails and/or postings within the ILIAS environment (directory: "Medienzentrum/Koordinationsstelle E-Lernen (Media Centre/E-Learning Coordination Office)"). Notices published via ILIAS are valid from the date of their publication. Users have the

option to contact the Operator as described in §2.

§ 15 Final Provisions

Should individual provisions of these Terms of Service be ineffective, the effectiveness of the remaining provisions shall not be affected. Dispositive law shall replace the invalid provisions, and in the absence of respective provisions, a substitutionary provision which reflects the purpose of the invalid provision as closely as possible.

Hamburg, 13 November, 2018