

Special Terms of Use

of the DataGuard Academy

By registering, users agree to the present terms of use and undertake to comply with them. Users can access, print, and download and/or save these terms of use at all times, even after the conclusion of the Contract, using the corresponding link from the platform website.

1. Scope of application

The following terms of use apply to the use of the DataGuard Academy and all services offered and performed in this context. The terms of use also apply to the use of the platform via mobile end devices.

2. Registration

- 2.1 Users must register for the platform to use the DataGuard Academy. Please note that the use of the platform is subject to the following provisions, and users must comply with said provisions according to their employment contract. Users can register and use the platform free of charge.
- 2.2 Anyone over the age of 16 can register. The Customer shall ensure that it has the necessary consent from Users and in respect of Users under the age of 18 the consent of the person responsible for such User.
- 2.3 Registration takes place by filling in and submitting the registration form through the DataGuard Academy website. The data requested there must be provided in full and correctly. Registrations using the information of other persons or information that is otherwise incorrect is not allowed. Users are additionally required to provide immediate notification of any changes to their data. After submitting the registration form, users receive a confirmation email from DataCo to their email address specified on the registration form. In said email, users are prompted to once again confirm the data they have entered, agree to the privacy policy, and confirm that they have read, consented to, and comply with the terms of use. Registration is only completed after said confirmation.
- 2.4 After successfully completing their registration, users can use the platform in line with the terms of use. To this end, users must log into the login area of the platform website. The login data include email address used during registration and the password they have chosen ("access data"). Users can change their password at any time through their account settings.

3. Account and Access Data

- 3.1 Similarly to the user account, the access data (see Section 2.3) are non-transferrable and may only be used personally by the registered user. Any disclosure to and/or use by third parties is prohibited. Access data must be stored securely and kept secret.
- 3.2 As soon as a user learns of a misuse of his or her access data or suspects such a misuse, he or she must report this immediately. Users are responsible for all consequences of third-party use, to the extent that they are responsible for the misuse of the access data. They are particularly responsible for misuse if they acted with intent or negligently in enabling unauthorised use of the access data. Users will be liable until they communicate the unauthorised use and/or the breach of confidentiality of the access data, and after changing their password, if possible and required.
- 3.3 We reserve the right to temporarily or permanently suspend the user's access authorisation if these terms of use are breached, in particular for providing incorrect information during registration or unauthorised disclosure of access data and/or misuse of the platform. In that case, the user is not allowed to register again without DataCo's prior written consent. DataCo reserves the right to validate any data provided to ensure access is correctly authorised.

4. Data Protection

Data is processed in line with the provisions of the privacy policy. With their registration, the user consents to their data being processed pursuant to the privacy policy.

5. Rules of conduct for using the Platform and Creating Content

- 5.1 The user undertakes to only provide true and non-misleading information in his or her profile.
- 5.2 Any misuse of the platform is prohibited. Misuse particularly involves the following:
 - 5.2.1 unauthorised modification, deletion, suppression, or disabling of data;
 - 5.2.2 the use of mechanisms, software, or scripts related to platform usage, suitable for impairing platform operation;

- 5.2.3 any blocking, overwriting, modification, or copying of content not required for proper use of the website or platform services (e.g., copying by means of robot/crawler search engine technologies is not required for the proper use of the website or platform services, and thus expressly prohibited);
- 5.2.4 in the distribution and public reproduction of content of the platform's website over which the user does not hold the express right of distribution;
- 5.2.5 any action suitable for impairing the functionality of the platform infrastructure, particularly one that placing excessive stresses on it;
- 5.2.6 introducing malicious code such as viruses, worms, Trojan horses, or similar scripts or programs.
- 5.3 If a user or third party gains knowledge of content deemed illegal or impermissible pursuant to the preceding conditions, we request that the infringement be reported using the contact form or by sending an email.
- 5.4 The user furthermore undertakes to observe the following code of conduct:
- 5.4.1 I will only register for an account on my own behalf and will not provide any other party with my login data.
- 5.4.2 All contributions which I submit, e.g., homework or test results, are produced by myself without any third-party assistance (except for those cases in which collaboration with others is expressly permitted), and without making use of any sources except for those materials expressly permitted for the course.
- 5.4.3 I will not pass on solutions to homework, tests, or other tasks to others. This comprises both the solutions I produce myself as well as those communicated by the course supervisor, e.g., the teacher.
- 5.4.4 I will refrain from engaging in any activities which improve the results of my work in an unfair manner or improve or impair that of other people; above all, I will not offer others my help in making their tests or performing their other activities.

6. Infringements Against the Terms of Use

- 6.1 Excluded users can be granted access again, after ensuring they refrain from improper conduct in future.
- 6.2 The preceding regulations also apply in the event of a justified suspicion of systematic infiltration of internal security safeguards (e.g., email misuse, inclusion of malicious components such as viruses, worms, and Trojan horses).

7. Changes to the Terms of Use

DataCo reserves the right to make changes to the terms of use at any time without specifying grounds, in line with statutory provisions. In the event of changes to the terms of use, users shall be informed of the modified conditions via email, at least 30 days before they take effect. The new terms of use are deemed as agreed if users do not object to them within 30 days after receiving the email. Objection shall be made in writing. If a user objects, DataCo has the right to stop providing the service to the user from the moment on which the modified conditions are scheduled to take effect.