TERMS OF USE

These terms of use are the basis for the use of the learning platform offered by the Central Technical College of the German Confectionery Industry (ZDS) by the registered user. They regulate the relationship between the ZDS Solingen and the registered user, but also the relationship between the users of the Learning Management System (LMS) Moodle. The terms of use apply to all learning content, functions, applications and other services (hereinafter only: "applications") provided by ZDS. These are intended to support both the organisation and implementation of courses and projects at the ZDS and communication between participants during initial and continuing training.

Note: For reasons of readability, the masculine form has been chosen in the text, but the information does not refer to members of all genders.

Registration for the LMS of the ZDS Solingen is carried out via data collection in accordance with VO-DV I (Ordinance on the data of schoolgirls, schoolchildren and parents authorised for processing). The user must provide the data requested there completely and correctly. It is also prohibited to register an account with foreign or otherwise incorrect information.

User obligations

Trainees and students receive this compulsory account automatically after registration and lose it shortly after completion of their training and further education.

The password shall be treated confidentially and may not be disclosed to third parties. It is not possible for the administration of the LMS of the ZDS Solingen to view the personally selected password. If the user loses his password, it is essential to contact the user via the link "Forgotten login name or password" on the login page. The administration of the LMS of the ZDS Solingen will enable access again.
User accounts will be deleted from the teaching and learning platform after deactivation of the master data by the administrators of the teaching and learning platform. When removing from the user lists, all data of the user profile including the image will be deleted.

Remaining contributions and activities of the users are not immediately deleted, but for reasons of database integrity, all places where the names of authors are displayed are anonymised.

Users are not permitted to allow third parties to use the LMS Moodle with external data. Users are obliged to inform the ZDS immediately if there is reason to suspect that a third party has knowledge of access data and/or is misusing an account.

It is forbidden to make learning content accessible or distribute it via the ZDS' LMS if and / or it violates legal regulations, the rights of third parties or is immoral. Before uploading files (e.g. photos, texts, etc.), the user must ensure that he/she is entitled to exclusive rights of use for the file and that public access to the file does not violate laws, company regulations, morality or the rights of third parties.

The ZDS reserves the right to remove files and / or internal / external links to other content and / or users without prior notice if and insofar as ZDS has concrete indications that access via the LMS of the ZDS would violate legal or official regulations, public morals or the rights of third parties.

The learning content accessible via the ZDS' LMS may not - with the exception of cases permitted by law - be copied, distributed or otherwise made publicly accessible without the consent of the respective rights owners. The use of computer programs for the automatic reading of data, such as crawlers, spiders or bots, is also prohibited.

Interfering with the LMS of ZDS Solingen is prohibited. In particular, it is prohibited to take any measures that could lead to an excessive load on the Moodle LMS (e.g. mass sending of notifications or messages) or to unreasonable inconvenience to other users. Electronic attacks of any kind on the LMS of the ZDS Solingen (including all measures necessary for the operation of the LMS) are prohibited.

Such electronic attacks include the measures listed below:

- Attempts to overcome, circumvent or otherwise override the security mechanisms of the LMS Moodle,
- The use and/or distribution of viruses, worms, Trojan horses, cross-site scripting or similar brute force attacks,
- Sending of unsolicited commercial messages (SPAM),
- Other measures or procedures which interfere with the BSprA LMS including all hardware and software used to operate the Moodle LMS and which could damage the ZDS Solingen or users

When choosing the sanctions to be imposed in the event of breaches of user obligations, the ZDS will take into account the legitimate interests of the user concerned in the decision and, among other things, will also take into account whether the user is guilty of misconduct without fault or whether the breach has been culpably committed.

The following measures and sanctions are possible for the ZDS:

- partial and complete deletion of learning content or files of a user,
- warning of a user,
- limitation/ restriction of the use of applications in the LMS of the ZDS
- temporary blocking of a user,
- permanent blocking of a user,

It is the responsibility of the user of the teaching and learning platform and in particular of the supervising tutors in the individual Moodle courses to ensure that the above-mentioned conditions are met, i.e. the person with trainer role rights within the assigned course. This person is responsible for the course offerings in his or her course room and exercises the virtual householder's rights there. In case of violations of the user agreement, he is the first point of contact.

All users of the system are expected to treat each other in a friendly, polite and respectful manner.

PRIVACY POLICY AGREEMENT

The collection, processing and use of personal data by the ZDS Solingen are governed by the applicable data protection regulations in accordance with VO-DV I. These may only and exclusively be used for the purpose of access management to applications and contents by the users.
Calls of web documents generally lead to the storage of request and delivery data. These data contain the IP address of the Internet connection necessary for successful delivery. This data is recorded:

- Browser type, /-version
- Operating system used
- Referrer URL (the previously visited page)
- Host name of the accessing computer (IP address)
- Time of the server request

When using the LMS Moodle, cookies (small text files) are stored on the user's computer. This is intended to make it easier to log in again and, after a successful login, to allow access to sub-pages. Without the storage of cookies, the learning offer cannot be used.

Special recordings are made in connection with the Moodle system.

When registering or creating a user account, name and email address are recorded. This data is stored in a database. These can be viewed and edited at any time after login. Furthermore, it can be set which data should be visible to other users. These entries are visible to teachers and administrators independently of this.

In the courses, participant lists may be available. These show names, a profile photo and the link to the personal profile. These data are visible to all course participants. Data in the personal profile can be changed or deleted. You can change the settings for email delivery from Moodle at any time.

In addition, the Moodle learning platform logs the time of access to individual learning content. It also records whether tasks have been completed, whether and which contributions have been made in any forums offered, and participation in workshops or tests.

Further details, e.g. country, city, picture, description, ICQ or Skype number, within the user profile are of a voluntary nature and will also be saved when given.

This usage data remains stored on the system even after a logout. They are only accessible to the administration and management of the respective course room.

The user data is no longer visible to other users after finally leaving a course room. Forum contributions and other work in the course can still be visible.
The user profile of other users can be accessed depending on the assigned role in the respective context, e.g. via the name of the author of forum contributions in a course.

Visible are first name, surname and the role in the respective context as well as all voluntary, self-made entries in the profile. The visibility of the e-mail address can be set by the respective user in the profile. Every user can view his or her own profile details at any time and change all voluntary details there.

Administrators and users are prohibited from passing on to third parties contact information obtained from other users via the ZDS' LMS without their consent and / or from using and/or allowing such information to be used and/or used for the purpose of advertising with telephone calls (e.g. unsolicited calls on mobile phones [SPOM] or via Internet telephony [SPIT]) or for the purpose of advertising using electronic mail (e.g. unsolicited e-mail or SMS advertising) and via the Moodle mail service or an instant messenger [SPIM]).

EXCLUSION OF LIABILITY

The ZDS has compiled and checked all information presented in its section to the best of its knowledge and belief. However, no guarantee is given for the topicality, correctness, completeness or quality and constant availability of the information provided. Without prejudice to national regulations, the following limitation of liability applies to the information and applications provided: The ZDS is not liable for damages arising from the use or non-use of the information or applications provided.

 In accordance with the statutory provisions, the ZDS is not obliged to monitor the information transmitted or stored or to investigate circumstances that indicate illegal activity.

Should the ZDS, however, become aware of the illegal activity of a user or information within the LMS of the ZDS, the information will be removed immediately or access to it will be blocked. If applicable laws or service regulations have been violated, legal action will be taken by the ZDS.

 ZDS shall not be liable for any damage caused by computer viruses, other harmful software or the installation or use of software when calling up or downloading data, unless ZDS has caused such damage intentionally or through gross negligence.

DISCLAIMER

The ZDS is only responsible for its "own learning content" in accordance with the relevant laws and service regulations. Through cross-references (links) to the websites of other providers, the ZDS merely provides access to "external learning content". No responsibility can be assumed for "external learning content", since neither the transmission of the learning content is initiated nor is the learning content selected or changed. Even short-term intermediate storage does not justify any liability claims. The ZDS accepts no responsibility for the content of external offers. Pages that are directly referred to by external links are carefully selected and checked before setting a link. However, the ZDS has no influence on subsequent changes to directly linked pages or on the content of subsequent pages of external offers. If the ZDS is made aware of cross-references with content that does not meet legal requirements or official regulations, it will immediately remove these, insofar as this is technically possible and reasonable.