

Terms of use for the Poly-clip learning management system

For use of the Poly-clip learning management system (hereinafter referred to as "the LMS"), the following terms of use apply:

- 1) Registration
- 2) Code of conduct
- 3) Intellectual property
- 4) Violation of terms of use
- 5) Accessibility
- 6) Liability
- 7) Data protection
- 8) Closing provisions

§ 1 Registration

- (1) Use of the LMS requires a one-time registration.
- (2) As part of registration, the user receives a confirmation e-mail for verification and selects a password.
- (3) Use of nicknames or pseudonyms is prohibited. All published contributions are marked with the name of the user.
- (4) The user is forbidden to publish or forward access data to third parties or information, submissions, data files and personal data without the authors' consent.
- (5) By logging in, the user agrees to publication of his data in the LMS. The profiles are then visible to any user, as long as they are not in a restricted area of the LMS.
- (6) By registering, the user agrees to these terms of use.

§ 2 Code of conduct

- (1) The user is obligated to use the LMS in a manner that conforms to common decency.
- (2) The user is obligated to abide by existing legislation (e.g. criminal law, protection of minors, trademark law, copyright law, unfair competition, personal rights, etc.). It is especially forbidden to spread statements that are insulting, defamatory, sexist, discriminatory, that glorify violence, that threaten or otherwise violate the law, or links to such content.
- (3) Publishing false information ("fake news") is forbidden.

- (4) It is forbidden to publish content that is subject to special protection. This especially includes information such as trade secrets of Poly-clip System (e.g. KE drawings) and personal data of third parties if there is no justification under data protection law (such as consent or legitimate interests). To clarify whether specific information is a trade secret, users can contact Poly-clip System at any time, especially their supervisor.
- (5) Use for commercial purposes or advertising is not allowed.
- (6) Authorized users may download documents, images and other information available for download in the LMS to their work devices. The downloaded information is intended solely for work purposes and must not be passed on to unauthorized third parties.

§ 3 Intellectual property

- (1) If posted contributions are protected by copyright, the copyright remains with the user. By posting, the user grants Poly-clip System the right to permanently keep the posts available for retrieval in the LMS. There is a right to deletion by Poly-clip System if the data protection regulations are met.
- (2) The user is obligated not to publish posts that violate the rights of third parties, especially their intellectual property or personal rights.

§ 4 Violation of terms of use

- (1) Poly-clip System reserves the right to delete all posts that violate the terms of use, especially the provisions in Section 2 ("Code of conduct") and Section 3 ("Intellectual property").
- (2) Moreover, Poly-clip System has the right to warn users and block them from using the LMS.

§ 5 Accessibility

Poly-clip System strives to keep the LMS available without major downtime. Beyond that, Poly-clip System accepts no further obligations. The user has no right to permanent availability of the LMS. Poly-clip System reserves the right to discontinue the site.



Terms of use for the learning management system of Poly-clip System GmbH & Co. KG

§ 6 Liability disclaimer

- (1) If hyperlinks in the LMS lead to websites of third parties, Poly-clip System makes no guarantee of the legality, currency, correctness or completeness of the linked content.
- (2) Users' claims for damages are excluded unless otherwise stated below.
- (3) The disclaimer above also applies to the benefit of the legal representatives and vicarious agents of Poly-clip System, if the user asserts claims against them.
- (4) Excluded from the liability disclaimer are damages claims due to harm to life, body and health, and damages claims due to breach of important contractual obligations. Important contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract. Also excluded from the liability disclaimer is liability for damages due to intentional or grossly negligent breach of obligation by Poly-clip System, its legal representatives or its vicarious agents.

§ 7 Data protection

Poly-clip System complies with the data protection regulations of the EU General Data Protection Regulation and the Federal Data Protection Act. For more details, see the data privacy policy for the LMS.

§ 8 Closing provisions

- (1) The terms of use and all legal relationships between the user and Poly-clip System are exclusively subject to German law.
- (2) If individual provisions of the terms of use are invalid, the validity of the other terms of use is not affected.
- (3) Poly-clip System reserves the right to change these terms of use without prior notification.