

Terms of Use for the LEA e-Learning Platform of the Bonn-Rhein-Sieg University of Applied Sciences

Scope

These Terms of Use shall apply to usage of the LEA e-learning platform provided by the Bonn-Rhein-Sieg University of Applied Sciences. In using the LEA platform, the user expressly agrees to these Terms of Use, without any further declaration being necessary to this effect.

LEA

LEA (**L**ernen und **A**rbeiten online, i.e. Learning and Working Online) is based on the ILIAS open source software (an integrated learning, information and work cooperation system); it is made available by the Bonn-Rhein-Sieg University and District Library for the purpose of supporting the teaching and learning process. Software development is coordinated by ILIAS Open Source e-Learning e.V. Software usage is subject to the General Public Licence – GPL (<http://www.gnu.org/licenses/gpl.html>).

LEA is aimed at improving the research, tuition and study situation. The offerings shall be designed in such a way as to optimally support your research, tuition and study efforts. To achieve this objective, research is conducted to accompany the implementation process.

The LEA services are available to all members of Bonn-Rhein-Sieg University. Students are required to submit a once-only registration to the University and District Library for the purpose of activating their LEA account. The latter is composed of the SIS code and the library password. Lecturers obtain access by contacting the LEA Support Team: lea-support@bib.h-brs.de.

Access code

You are liable for any usage of the LEA offerings that is implemented with the aid of your access data (username and password). In particular, you are required to make sure that your password is protected from unauthorized use. In the event that you suspect or know about misuse of your access data, the LEA Support Team must be notified without delay. Users who make course contents available to unauthorized third parties shall immediately forfeit their entitlement to use the platform.

Scope of usage for the materials made available in LEA

Bonn-Rhein-Sieg University shall provide you with teaching and learning materials that are exclusively intended for private and academic use in tuition within the framework of the legal provisions on copyright.

The use of information and materials is subject to the regulations on copyright, which must be observed by the user. All copyrights relating to the contents shall remain with the authors concerned.

Provided that the legal provisions on copyright are observed, use in tuition and research shall be permitted for information, teaching and study purposes.

Please note that this document is a translation of the German "Nutzungsvereinbarung". Only the German source text is legally binding.

Additionally, users are entitled to use the platform for personal and private purposes (e.g. copying, downloading and printing out contents) in accordance with Article 53 of the Copyright Act (§ 53 Urheberrechtsgesetz, UrhG). As a user, you are thus basically entitled to use, display, download and print out the materials accessible to you via LEA for private and non-commercial use.

In the event that LEA materials are used for purposes other than the aforementioned, you are required to obtain permission from the entitled authors of the materials in question.

Any reproduction of contents (storage on data carriers, print-outs or analogous copies, etc.) or transfer to third parties for commercial purposes without the authors' consent is prohibited during or after the period of a user's access entitlement; the aforementioned activities are subject to criminal and civil prosecution. Additionally, the user shall immediately forfeit his or her entitlement to use the platform.

Making materials available in LEA through users

You are liable for the materials you make available in LEA (information, texts, software, images, videos, charts, audio and other materials). In particular, you are responsible for making sure that the documents do not contain any illegal contents or violate third-party rights (e.g. copyrights, personality rights).

Publication of the materials in LEA shall not involve the transfer of rights to the Bonn-Rhein-Sieg University of Applied Sciences.

The University shall not accept any liability for the contents published in discussion forums, uploads and e-mails within LEA.

The materials provided within courses, groups, etc. may be checked and inspected by the platform administrators at any time and even without your explicit permission. Materials uploaded to LEA that contravene legal provisions will be removed.

Accompanying research and personalised examinations carried out online

Usage behaviour in the platform is recorded by the system. Some activities you are involved in within the LEA platform, such as participation in interactive (learning) objects, shall be recorded. In accordance with the Terms of Use, you agree that your data is evaluated in anonymized form for academic purposes only, e.g. for the purposes of optimizing tuition, drawing up user statistics, etc.

LEA provides you with anonymous performance level tests. The related anonymous user behaviour may be viewed by the author or the course leader for the purpose of tracking a user's learning progress and success.

Additionally, personalized exams are carried out online within the framework of LEA. The users agree to sit the exam online. They agree that their personal data is inspected and processed by the author and/or the course leader within the framework of the examination procedure.

Please note that this document is a translation of the German "Nutzungsvereinbarung". Only the German source text is legally binding.

Data protection

During the registration procedure, your username (registration code), your full name, your official e-mail address at Bonn-Rhein-Sieg University, your student number, your department and your address shall be adopted, as provided for by the Enrolment Regulations. This personal data shall be stored. The collection and storage of this personal data shall be effected exclusively to enable users to gain access to the contents and offerings of LEA; your e-mail address and gender, which you will also be asked about, shall only be used to contact you. For reasons of data protection, your address and student number may only be inspected by the LEA Support Team. By default, only your username is visible to other LEA users. However, you have the option to release additional data, to provide your own personal information in your personal profile and to make it accessible to other users.

This data is stored on secured systems of the Bonn-Rhein-Sieg University and District Library and shall not be forwarded to third parties. You may view the data stored at any time by contacting the LEA Support Team, and it may be printed out upon request.

Changes to the offerings

Certain LEA offerings – or part of them - may be changed or put out of operation at any time if there is good reason to do so.

Bonn-Rhein-Sieg University is entitled to amend each section of these Terms of Use at any time. The updated Terms of Use will flash up subsequent to each amendment as soon as you log in to LEA for renewed activation of its functions. If a user agrees to the amendments to the Terms of Use, he or she shall be bound by the regulations set forth in the amended Terms of Use.

Disclaimer

The functions of LEA are offered based on “as-is” and “as available”, i.e. without engagement and without any claim to completeness. It is not possible to claim compensation for damage resulting from LEA usage or hindrances to LEA usage.

You expressly agree to use the LEA offerings at your sole risk. This also includes the risk of downloading data files that contain bugs and can harm your computer. You accept the sole liability for sufficient protection of your computer (e.g. by using virus scanners). The sole responsibility for data security also lies with you as the user. The University shall not be held responsible for any data loss or damage resulting from the loss of data.

Bonn-Rhein-Sieg University shall accept no liability for the contents of the links to websites of third-party suppliers or any other pages linked to them, unless they are operated by the University.

Termination of the entitlement to use the platform

Bonn-Rhein-Sieg University may restrict usage of and access to the LEA offerings as well as the duration of and scope for usage at any time.

The LEA usage entitlement automatically expires on the date of de-registration from Bonn-Rhein-Sieg University.

Please note that this document is a translation of the German “Nutzungsvereinbarung”. Only the German source text is legally binding.

The LEA Support Team may delete your LEA account if it has not been in use for more than 12 months.

As soon as you notify the University and District Library in writing or by e-mail (contact data below) that you are no longer interested in using the platform, your data will be deleted.

Contact

These Terms of Use may be inspected online in the LEA Support Area of Bonn-Rhein-Sieg University.

If you have any queries, ideas or criticism concerning usage of our University's LEA platform, please contact: lea-support@bib.h-brs.de.

Postal address:

Bonn-Rhein-Sieg University and District Library
(Hochschul- und Kreisbibliothek Bonn-Rhein-Sieg)
E-Learning,
Grantham-Allee 20,
D-53757 Sankt Augustin.

Sankt Augustin, 20 March 2012