

DIGI-FACE Platform - Terms of Use

1 Scope of these Terms of Use

1.1 Individual users

These Terms of Use govern the use of the platform of the Digital Initiative for African Centres of Excellence (DIGI-FACE) digiface.org including all its parts by individual users.

1.2 Relations with partner institutions

The relations between the operator and its partner institutions are governed by specific Memoranda of Understanding.

2 Operator

2.1 Responsible operator

The operator of the platform is

Hochschule für öffentliche Verwaltung Kehl
(University of Applied Sciences Kehl),
Kinzigallee 1
77694 Kehl
Germany
digiface@hs-kehl.de

acting on behalf of the DIGI-FACE consortium.

2.2 DIGI-FACE consortium

The DIGI-FACE consortium consists of

- Hochschule für öffentliche Verwaltung Kehl
(University of applied administrative sciences Kehl)
Kinzigallee 1
77694 Kehl
Germany;
- Carl von Ossietzky Universität Oldenburg
(Carl von Ossietzky University of Oldenburg)
Ammerländer Heerstr. 114–118
26129 Oldenburg
Germany;

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- Frankfurt School of Finance and Management gGmbH
Adickesallee 32–34
60322 Frankfurt am Main
Germany;
- Nelson Mandela University
University Way
Summerstrand, Port Elizabeth, 6019
South Africa.

2.3 Donor

The donor funding the original setup of the platform is

Deutscher Akademischer Austauschdienst e. V. (DAAD)
(German Academic Exchange Service)
Kennedyallee 50
53175 Bonn
Germany.

2.4 Non-profit aim of the platform

The operator does not associate the operation of the platform with any profit-making intention of its own.

This does not exclude that the operator makes the use of certain services dependent on the payment of user fees by the individual users, which are intended to

- cover the operating costs of the platform and its further development, including an expansion of the offer or related services, and/or
- be passed on to partner institutions which use the platform to offer services, with or without the intention of making a profit, which are for their part subject to a fee.

3 General Description of the services

3.1 Public services and restricted services

The operator provides public services and restricted services.

3.2 Use of public services

The public services are aimed at the general public.

3.3 Use of restricted services

3.3.1 General aim of restricted services

Restricted services are aimed at specific groups of individual persons (registered users).

Some of the services are aimed at all registered users of the platform.

Some of the services are aimed at a select number of registered users.

3.3.2 Personal registration

To be able to access the restricted services of the platform, a user will need to register.

The registration of a user is strictly personal. It cannot be transferred to any other person, nor institution.

When registering, a user must provide their real name, an e-mail-address by which they can be contacted by the operator or its partner institutions, the partner institution they are affiliated to and the role in which they are affiliated to this partner institution.

This restriction does not apply to the transfer of intellectual property and copyright in uploaded material after the death of a user to their legal successor(s). The operator shall consult with the legal successor(s) on how they can exercise these rights in an appropriate manner.

3.3.3 Right of access

The right to be registered is limited to individual persons who are currently or have formerly been affiliated to partner institutions of the operator (affiliated persons). Which groups of persons are deemed to be affiliated to an institution is determined in the Memoranda of Understanding between the operator and the respective partner institution; it is up to the partner institution to determine if a person is deemed affiliated person.

Insofar as the operator grants partner institutions the possibility to offer services on the platform, the right of access to these services offered by partner institutions is determined by the partner institution.

The operator reserves the right to grant or deny access to the generic services of the operator to certain groups of users.

3.3.4 Access data; confidentiality of user name, password and other registration

A registered user will receive a user name and a password (access data) to be identified and prove their right of access.

The user is obliged to treat the access data combination of user name and password granting access to the restricted services in confidence. The user must not share the access data with third parties.

In the event of the misuse of access data, the operator is to be informed immediately.

3.3.5 Suspension, limitation and termination of registration; blocking of user access in case of non-compliance with Terms of Use

The operator reserves the right to

- suspend the access of the user to all or parts of the services for a limited time,
- limit the access of the user to parts of the services permanently,
- terminate the registration of the user permanently, and
- to fully block access of a user to the platform

in the event of non-adherence to any provision of these Terms of Use, including, but not limited to, the Code of Conduct.

The operator also reserves the right to temporarily suspend, or to permanently block access to the platform from certain IP addresses in the event of malicious attacks conducted from these IP addresses or suspicion thereof.

The execution of one, several, or all of the actions against a particular user does not limit the operator's right to take other actions against the user of the platform or the user or owner of the device conducting the malicious attack, in particular

- deleting, permanently commenting, hiding from or blocking access of other users to material uploaded by the user in violation of these Terms of Use, including the Code of Conduct,
- deleting, permanently commenting, hiding from or blocking access of other users to material uploaded by the user in fulfilment of binding legal obligations of the operator or one of its partner institutions,
- assertion of claims for damages, in particular in cases of infringement of personal rights, intellectual property or copyrights including the conditions of licences.

The rights of third parties, in particular other users or partner institutions of the operator, toward users violating the rights of this third party, are also not affected by any actions taken by the operator.

3.3.6 Suspension, limitation and termination of registration; blocking of user access in case of non- or no longer existing affiliation to partner institution, in case of death, or in case of no-use

If the user, on request of the operator, fails to prove in a reasonable period

- that they are affiliated to a partner institution of the operator in such a way that grants the user access to the restricted services of the platform, or
- that they can claim right of access to the restricted services of the platform on other grounds, or
- that they are alive,

the operator can suspend the access of the user to the platform. This also applies if a user account has not been used for five consecutive Gregorian calendar years.

If the user proves their right of access within a period of a Gregorian calendar year from the beginning of the suspension, the access shall be fully reinstated.

One Gregorian calendar year after the beginning of the suspension, the user account including all data connected to the user and all material the user has uploaded can be deleted by the discretion of the operator.

3.4 Copyright for elements of the services

All of the texts, images, videos, other files, logos, acronyms, as well as the design features of the platform (hereinafter elements) are subject to copyright. The copyright holders have subjected some of the elements to certain Creative Commons Attribution Licences. The limitations of use of these elements are described in more detail in number 5.2.

The prior written consent of the operator or the copyright holder is required for all other types of usage (particularly for reproduction for commercial purposes including archiving, provision to or processing by third parties for the user's own or third-party purposes as well as translation, editing, arrangement or other adaptation).

All elements that are not labelled with a Creative Commons Attribution Licence symbol must only be used on the platform itself. These elements must not be used outside the platform, nor must they be downloaded or reproduced.

4 General Rules for the use of the platform – Code of Conduct

4.1 General rule

All users agree to adhere to the Code of Conduct laid down in this subsection.

4.2 Adherence to legal obligation

The users promise to adhere to all legal obligations governing the upload and the publishing of content.

4.3 Ban of inappropriate material

No inappropriate material must be uploaded, posted, commented, or in any other way put on the platform. In particular, but not limited to the following, any material shall be deemed inappropriate that

- violates legal obligations,
- incites violence,
- incites any other crimes,
- discriminates against or disparages other users, third parties, or groups on grounds of “race,” gender including gender identity and sexual orientation, ability or disability, religion, language, nationality, ethnicity, “caste,” social class, or belonging to another social group,
- is pornographic,
- is insulting,
- is obviously commercial or otherwise spamlike.

The mention of the terms “race,” “caste,” or any other social group concept in this sub-section does in no way imply that the operator adopts this specific social group concept. The operator is merely responding to the fact that unjustified discrimination on this basis occurs in the reality of life.

4.4 Rights of the operator

The operator reserves the right to

- delete, permanently comment, hide from or block access of other users to material uploaded by users in violation of these Terms of Use, including this Code of Conduct,
- delete, permanently comment, hide from or block access of other users to material uploaded by users in fulfilment of binding legal obligations of the operator or one of its partner institutions.

The operator also reserves the right to limit access to material uploaded by users from devices in use in certain countries (geographical limitation) to comply with legal obligations of the operator in the respective country, as far as the operator

is not legally prohibited to do so. By this reservation, the operator does not accept any obligation to geographical limitation intended by a user.

5 Intellectual Property Rights and copyright

5.1 General rule

The attribution of intellectual property rights to the material uploaded to the platform by individual users as well as the copyright in this uploaded material are governed by the law of the country in which the institution to which the user in question is affiliated has its legal domicile.

5.2 Intellectual Property Rights and Copyright in generic modules and other content and elements specifically developed by consortium members for the use of all registered users

Intellectual property rights and copyright in generic modules and other content and elements specifically developed by consortium members for the use of all registered users lies with the operator which it will exercise on behalf of the consortium members.

5.3 Copyright for elements provided by users

Users uploading or else putting elements to the DIGI-FACE platform declare upon upload or at any later stage if and under which Creative Commons licence they are willing to grant the operator and the users of the platform access and rights of usage of these elements. In the event that users fail to make such a declaration, the element in question shall be deemed as limited to use on the platform itself.

If a user uploading elements to the DIGI-FACE platform grants the operator and the users of the platform access and rights of usage of these elements according to a Creative Commons licence, they confirm

- that they hold all the necessary rights to the elements in order to be able to grant such a licence,
- that they all persons depicted in the elements have consented in the granted use of the element,
- that they exempt the operator and all users from all third-party rights in connection with the uploaded elements.

5.4 Copyright/Creative Commons Licences

5.4.1 Information on copyright law

For more information on the possible use of licenses attribution see <https://creativecommons.org/>

6 Data protection

The operator is subject to the General European Data Protection Regulation, the laws of the Federal Republic of Germany and of the German Federal State of Baden-Württemberg concerning the protection of personal data.

The protection of personal data and especially the processing of personal data by the operator is governed by the operator's privacy policy.

7 Liability

The operator does not provide any guarantee for the correctness of the information provided, availability of the services, loss of stored data or usability for a particular purpose. The operator is not liable for consequential loss or damage caused by the use of the services, public or restricted.

Insofar as the liability exemption does not apply, the operator is only liable for gross negligence and intent.

8 Final provisions

8.1 Applicable law; place of jurisdiction

Unless otherwise stated in these Terms of Use, the legislation of the Federal Republic of Germany and, insofar as the area is governed by state law, the legislation of the German Federal State of Baden-Württemberg shall apply. This includes the legislation of the European Union as well as any international law applicable in Kehl.

As far as legally admissible, place of jurisdiction is Kehl.

8.2 Form of alterations and additions

Alterations and additions to these Terms of Use must be in writing to be legally valid.

8.3 Severability clause; filling in gaps

Should individual provisions of these Terms of Use be wholly or partially invalid, the effectiveness of the other provisions of the Terms of Use shall remain unaffected. Invalid provisions shall be replaced by provisions that reflect the intended

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meaning of the invalid provision as closely as possible. The same shall apply if gaps are discovered that need to be filled.