

Terms of Use for Moodle¹

¹ *This version of the Terms of Use for Moodle is an English translation of the original German version and is for information purposes only. In case of dispute, the original German language version is valid.*

1 Preliminary Remarks

(1) The University of Applied Sciences FH Campus Wien operates web-based learning environments such as the learning platform Moodle (hereinafter: "the learning platform") for a more efficient and flexible structuring of learning and teaching, and to promote a communicative learning culture as well as one involving individual initiative. We use the learning platform to support courses in particular through e-learning, but also for other purposes such as for examinations or aptitude tests held in connection with application processes.

(2) We designate the virtual spaces which we set up on the learning platform as courses.

(3) There is no entitlement to use the learning platform; the University of Applied Sciences FH Campus Wien makes the learning platform available to the users until revoked (however, the University of Applied Sciences FH Campus Wien, ensures that adequate electronic media are available for the use of e-learning).

2 Scope of These Terms of Use

(1) These Terms of Use govern the use of the University of Applied Sciences FH Campus Wien learning platform. The provisions of these Terms of Use are to be observed by all users of the learning platform, the learning platform may only be used after acceptance of the Terms of Use. The user accepts these Terms of Use when he/she uses his/her login data to gain access to the learning platform.

(2) Failure to observe the provisions of these Terms of Use,

- a) entails the immediate withdrawal of the right to use the learning platform and, where appropriate, other FHCW web-based learning environments and can thus endanger academic success,
- b) in addition, can lead to disciplinary consequences and exclusion, and
- c) can furthermore entail civil and/or criminal penalties.

3 Authorized Users, Login Data

(1) Students as well as employees of the University of Applied Sciences FH Campus Wien have access to the learning platform as users; login data will be received upon entry into a relationship with the University of Applied Sciences FH Campus Wien. For students access to the learning platform, however, will only be enabled by enrollment in a course.

In exceptional cases use may be authorized to people who are not members of the University of Applied Sciences FH Campus Wien. Applications for authorization are to be lodged at the Moodle Help Desk (section 9); the application can be refused without reasons being given.

(2) Access is exclusively for those enrolled in a course and/or authorized users.

(3) Login data consist of username and password. The users are obliged to treat their login data as strictly confidential and not to disclose them to third parties. The Moodle Help Desk must be immediately notified if misuse of login data is suspected (section 9); the user will receive a new password provided that they are not at fault.

4 Purpose of Use

The authorization of use includes the provision of and access to the information provided, teaching and learning materials and communication opportunities for the following purposes:

- a) retrieval, download, printing out and own use of the provided teaching and learning materials;
- b) working on tasks (e.g. in connection with examinations, homework, sample tests);
- c) use of the learning platform's communication options.

Therefore, for example, working on, translating or passing on teaching and learning materials, or parts thereof, provided on the learning platform to third parties (individuals who have no authorization) is not permitted. Also the use of the teaching and learning materials for commercial purposes is not permitted. Thus the learning platform must be used exclusively for University of Applied Sciences FH Campus Wien purposes. The use of the learning platform for further purposes is not permitted (whereby the naming of sponsors, product presentations in the context of teaching, among others, is permitted).

5 General Terms of Use, User Obligations

(1) Content may only be provided under the user's own name.

(2) Not permitted are

- a) the dissemination of illegal, immoral or discriminatory content or content with offensive character, such as
 - > pornographic content,
 - > content depicting or glamorizing violence,
 - > attacks on sexual orientation or political opinions,
 - > defamatory or offensive statements concerning the personality of students or teaching staff;
- b) uncalled-for remarks; the use of vulgar or obscene expressions;
- c) behavior contrary to study-law regulations on the learning platform such as posting solutions to exercises or examinations;
- d) sharing harmful software; offering software or games not related to the operation of the

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- e) linking to illegal, immoral or discriminatory content or content with offensive character.

(3) Sensitive social issues (politics, violence, sexuality etc.) may only be portrayed on the learning platform using objective form and language.

(4) The general principles of citation must be observed with each use of the learning platform.

(5) In addition, users are obliged to comply with the existing legislation (in particular copyright (see also section 6) and data protection provisions) while using the learning platform. Users are solely responsible for the content they share on the learning platform. If a claim is brought against the University of Applied Sciences FH Campus Wien due to an infringement of a user, the user shall indemnify and hold harmless the University of Applied Sciences FH Campus Wien.

(6) The course lecturers, as well as the administrators of the learning platform are entitled to remove content which contravenes the provisions of these Terms of Use. Therefore, there is no entitlement to archiving of content. The University of Applied Sciences FH Campus Wien reserves the right not to publish content or to delete content after publication without reasons being given.

(7) The Moodle Help Desk must be notified immediately after becoming aware of a breach of the provisions of these Terms of Use (see section 2.2 concerning the consequences of a breach of these Terms of Use).

6 Copyrights

(1) Users are obliged to comply with the existing copyright provisions. If a user publishes a work in terms of the Copyright Act on the learning platform, no third party rights may be infringed upon. The purposes for which the work provided on the learning platform may be used is regulated in section 4.

(2) Users who make their own works available on the learning platform grant all other users of the learning platform the (non-exclusive) right to use these works for their own personal use.

7 Data Processing

(1) In order to allow easy communication, the learning platform sends personal messages using the e-mail address, or information respectively, saved in the profile of the author of the message. In accepting these Terms of Use, the users agree that the learning platform may send personal messages using their respective e-mail address.

Profile Data

(2) The University of Applied Sciences FH Campus Wien stores the following personal data of users: name (first and surname); place of residence (city and country); e-mail address; username. These data are taken from the University of Applied Sciences FH Campus Wien portal. Users can independently enter contact details in their profile if they wish.

(3) Name (first and surname) are visible for all authorized course users. Profile data are only visible for authorized persons (in each case the course lecturers, administrators of the degree program) in courses which serve only for the implementation of examinations or entrance tests.

Log Data

(4) Each use of the learning platform is logged, at which time the user accessed which features of the learning platform or which actions were carried out (log data).

(5) The University of Applied Sciences FH Campus Wien uses log data for the preparation of usage statistics of the students and in the context of troubleshooting in the event of technical problems. Any other use of the log data is carried out only in an anonymous form (e.g. for statistical evaluations for the purpose of continual improvement of the content and functionality of the learning platform).

Disclosure of Data to Third Parties, Data Security

(6) The University of Applied Sciences FH Campus Wien will not disclose personal data of the users of the learning platform to third parties.

(7) The data are stored on a server of the University of Applied Sciences FH Campus Wien and will be carefully protected against unauthorized access. The University of Applied Sciences FH Campus Wien takes all economically feasible measures in order to ensure that data is secure.

Deleting Data

(8) Degree program-specific courses and thus all content of and contributions to these courses will be deleted in principle two years after the expiry of the normal duration of the degree program (i.e. the duration of the degree program of the year group to which this course is assigned); in particular cases, courses will be saved by the University of Applied Sciences FH Campus Wien for as long as is required in accordance with general legal provisions, in particular by study-law regulations (for example, this may be the case for courses which serve to implement tests). Personal contributions and comments in non-degree program-specific courses can also remain available for other users beyond this period.

(9) Log data will automatically be deleted after twelve months.

8 Warranty, Liability

(1) The University of Applied Sciences FH Campus Wien cannot guarantee

- a) the uninterrupted or error-free functioning of the learning platform;
- b) the accuracy, completeness, topicality and the legality of the content provided by the users or for a specific usability;
- c) the security of the data.

(2) Equally, the University of Applied Sciences FH Campus Wien does not guarantee that the content (works) provided by the users are free of third-party rights. A liability for any resulting damage is excluded.

(3) The learning platform is used at one's own risk; the University of Applied Sciences FH Campus Wien is not liable for any consequential damage due to the use of the learning platform (such as damage to hardware or software arising from use or caused by the users). This includes any damage caused accidentally or as a consequence of downloading files or executing downloaded files.

9 Help Desk

The Moodle Help Desk is available for all questions and reports about the learning platform and can be reached at +43 1 606 68 77 - 6070 or moodle@fh-campuswien.ac.at.

10 Changes or Additions, Coming into Effect

(1) The University of Applied Sciences FH Campus Wien reserves the right to amend or supplement the Terms of Use at any time. All users will be informed about an amendment or supplement to the Terms of Use. Access to the learning platform will be blocked when a user does not agree with the new version of the Terms of Use.

(2) These terms were agreed by the University Management on 6.7.2011 and came into effect on 1.8.2011. Since then, the University Management has agreed to several changes to these Terms of Use. This amended version of the Terms of Use came into effect on 01.08.2015.