

Data Privacy & Terms of Use – Global Campus 21 | Situation as of 1st December, 2015

1. Preamble

The responsible handling of your personal data in accordance with the relevant data protection regulations in Germany is of considerable importance to us. As a charitable organisation, but also as a corporation that is directly accountable to the federal government, Deutsche Gesellschaft für internationale Zusammenarbeit (GIZ) GmbH is running the platform Global Campus 21 (www.giz.de/gc21) for the purpose of a durable and long-term oriented active user network through membership on GC21, the registration for online courses and the participation of online events in the frame of the learning community.

The target group of Global Campus 21 are employees of GIZ inside and outside of Germany, partner organizations in the Project countries of GIZ and generally all persons interested in the e-learning offers of Global Campus 21.

Personal data is only established, processed and used by the GIZ to the extent that the data protection regulations in Germany explicitly allow or, should it reach beyond this, provided that an effective approval of the affected person or user is on hand. Approval is via acceptance of this data protection declaration.

With your acceptance, you declare that you approve (with the proviso of a possible revocation at any time) that your personal data (obligatory and voluntary statements explained as in the following) - and subsequent updating of them - may be established, processed and used in the context of the internet presence of Global Campus 21. The address details may be forwarded to printers and agencies, but exclusively for the purpose of mailing Global Campus 21 publications by post. This comprises, for example, invitations to events.

Here, we will inform you about the details of how Global Campus 21 handles your personal data. In the following, the term "user" refers to anyone registered on Global Campus 21. If you have any queries beyond the information below, regarding the establishment, processing or use of your personal data, please contact our data protection officer (Deutsche Gesellschaft für internationale Zusammenarbeit (GIZ) GmbH, Friedrich-Ebert-Allee 40, 53113 Bonn, Germany), who will also serve as a contact in the event of requests for information, ideas that you might have or complaints.

2. Personal data

a. Obligatory personal details

To a limited extent, Global Campus 21 is accessible to all Internet users for information purposes.

Global Campus 21 has been designed to allow as little personal data as necessary to be established, processed or used. As a network for virtual learning, cooperation, and social media, Global Campus 21 will only work if the users allow a small amount of personal data to be accessible to other users. This amount is to be kept to a minimum.

In the course of the registration, the following items of personal data will be requested from you that are required to be able to offer you the services of Global Campus 21:

- Username (nick name)
- Gender
- Last name
- First name
- Email address
- Preferred language
- Password
- Approval of the data protection principles cited here.

This data will be established and transmitted via a secure site link (https / SSL Certificate).

Once you have provided this information, you will receive an email to the address you have indicated, with a confirmation. Once the administrator or the project manager has accepted your registration, you may start your session on Global Campus 21. You will get access to specific offers from your designated project manager.

All your data is only visible for learning and cooperation purposes for participants inside your community/communities or learning room/s. All the other members of Global Campus 21 cannot see the information in your profile. You can activate the visibility of your profile by clicking the visibility parameter "public". If this is activated, your profile can be seen by other users of Global Campus 21 who don't share any community or learning room with you. It is not possible to find your data via search engines.

b. Voluntary statements

In order to be able to use all the services and information on Global Campus 21 without any limitations, it is necessary to complement your registration, for which we will require from you on a voluntary basis, the following data:

- City
- Country
- Interests
- Branch
- Working field
- About me
- I search
- I offer

The information request supports (as well as the above mentioned data) the information exchange between users. The users are only allowed to use the specified data for the establishment of contacts, for example in order to find experts of a certain area of expertise and if necessary, contact them. They are not allowed to use the data for other purposes, especially not for commercial demands or submissions.

In addition you may complete your profile providing further voluntary data.

- Image
- Address
- Skype Name
- LinkedIn-Name
- Website
- Telephone number
- Mobile number
- Company

As each community or learning room has a specific technical orientation you can expand your profile, providing additional information. This information will be established by the community manager, tutor or administrator inside the community or learning room. In any case, the data shall be entered voluntarily.

c. Use of the tool Quickmeeting (Saba Meeting)

In the frame of a course or a community, the virtual software QuickMeeting can be used. This software is based on the virtual platform Saba Meeting. Depending on the configuration, it will be possible to record the sessions in QuickMeeting. Your data (last name and first name) will be visible in the participant list. If you activate your microphone or camera, this data can also be recorded. The recordings of the Quickmeeting are only accessible to the members of

the community or the learning room. The recording includes all the presentations, anonymous surveys, videos, documents and the audio and video transmission. The chat history will not be recorded.

d. Type, extent and purpose of the processing and use of your data

Handling of all personal data is subject to the legal regulations in force, especially the TMG [Telemediengesetz - Tele-media Act] and the BDSG [Bundesdatenschutzgesetz - Federal Data Protection Act].

3. Establishing contact

As registered users, you declare that you agree that your data, e.g. your email, is used for the purpose of establishing contact by the GC21 administration. Establishing contact may be both in the form of messages personally addressed to the users and in the form of general information / newsletters.

4. No forwarding of personal data to third parties

We will not forward your personal data to third parties. The only exception is such cases in which a legal obligation to pass on data exists (e.g. in accordance with § 14 Section 1 TMG [Telemediengesetz] in the case of inquiries by criminal prosecution authorities and other state institutions with the corresponding powers). Under no circumstances will we hand over personal data to third parties for advertising, marketing or other commercial purposes.

5. Cookies

Global Campus 21 stores cookies in your browser. Cookies are small text files that we use for the duration of a session and serve the purpose of identifying the user when logging in, choosing the right menu language and ensuring smooth operations. Cookies may be deactivated within the browser, although this may restrict the functionality of Global Campus 21.

6. Protocol files

Inside the password protected area after login, the following data will be recorded and stored:

- Access to objects: object, time, duration, user, action, object path
- Access to file directories: directory object, time, duration, user
- User logins: user, time, session duration
- History of file processing for each user: user, file, time, action
- Learning progress in learning units of WBTs: learning object, time, user, learning level,

credits

- Session data of tests/evaluations: test, user, time, duration, credits, status, learning level, selected replies

The purpose of the log files is to collect the usage statistics of the virtual tools for the planning of technical measures such as software adaptations and updates, data migration, and the determination of a system maintenance and support schedule. Furthermore, the statistics give the administrators an overview of the use of the provided content, thereby supporting them with the didactic attendance and planning of the offers. Data for statistical purposes will be evaluated anonymously. No user profiles will be created and no data will be used for the purpose of advertising or market research.

The collection of data concerning the learning process and test results are personalized and only accessible to Super Administrators at the GC21 level, community or learning room administrators and tutors. This data and test results shall only promote the personal assessment of the learner of a learning room and the tutorial supervision of the learning progress. Data for the evaluation of learning progress will be deleted immediately after the achievement of the goal (end of course).

7. Persons under the age of 18 years

The use of the services provided by Global Campus 21 is intended for persons of full age. Parents or guardians are responsible for the protection of their children's sphere of privacy. We recommend that in all cases, minors ask their parents for permission to disseminate information about themselves via Global Campus 21.

8. Deactivating the account

Accounts that have been opened may be deleted together with the data they contain. Subsequently, the data can no longer be accessed. Owing to data stored in the temporary storage (cache), this user data may still be accessible for a short period after deactivating the account. Should the need arise, Global Campus 21 will reserve the right to keep the data stored for the time being (e.g. to assert damages compensation claims in the case of a violation).

Once you have closed your account, your data will be completely and irretrievably deleted and entries in discussion forums and personal messages will be made anonymous and, as a consequence, can then no longer be assigned to you. This is done, for example, in order to not disturb the continuation of a discussion. Nevertheless, you can delete them before deactivating your account on your own, one by one.

9. Amendments to the data protection principles

The contents and functions of GC21 are constantly being developed and improved. This can cause the necessity for an amendment of these data protection principles. Registered users will be informed about changes. An updated version can always be viewed and printed at the URL <http://www.giz.de/gc21/data-protection>. Additionally, there is the option of downloading and storing these data protection principles.

10. Right to information and contact

In accordance with § 13 Section 7 TMG and § 34 BDSG [Bundesdatenschutzgesetz - Federal Data Protection Act], every registered user of Global Campus 21 has the right to obtain, at any time and free of charge, information on his or her personal data stored by Global Campus 21. Requests for information are to be addressed in writing to Global Campus 21 c/o Deutsche Gesellschaft für internationale Zusammenarbeit (GIZ) GmbH, Friedrich-Ebert-Allee 40, 53113 Bonn. This privacy policy is available in German, English, French, Spanish, Portuguese, Russian, Chinese and Arabic. In the event of any inconsistency between the different versions, the English version shall prevail.

11. Web analysis technology

On the website www.giz.de/gc21 and in the communities/learning rooms where Wordpress is used, data is collected and stored for purposes of optimization and statistics through the Wordpress plugin Statify <http://statify.de/>. This statistic plugin records all site visits and shows only anonymous data. Additionally to the time spent, the most visited pages and most used sources (referrer) will be presented.

II Conditions of use

1. Operators and users

These conditions of use apply between the operator – Global Campus 21 c/o Deutsche Gesellschaft für internationale Zusammenarbeit (GIZ) GmbH, 53113 Bonn - and the registered user - persons registered on Global Campus 21.

These conditions of use may be subject to changes. Under the URL <http://www.giz.de/gc21/data-protection>, you will find the latest version of these conditions of use which you can view and print. Please carefully read the conditions of use. They contain important information, mutual rights and duties, etc.

2. Subject of the contract

The central content of the Global Campus 21 offer is an Internet platform under the URL www.giz.de/gc21 through which participants of online courses and online communities may connect, find each other (again), exchange, get to know, communicate through messages and discussion forums and by other means.

As operators, we undertake to ensure that the operating of the platform is free of any disturbances, although we cannot guarantee this. Circumstances may result in system availability being restricted by maintenance work or other influences.

3. Inadmissible content

We reserve the right to reject and to eliminate content (e.g. user names, forum contributions, videos, images, etc.) that are unlawful, insulting, glorify violence, are of a discriminatory nature, pornographic or are in any other way irreconcilable with the following user conditions that may blemish the reputation of Global Campus 21 or GIZ.

4. Rights and duties of the user

Users of Global Campus 21 commit themselves to observing copyrights. Only content and statements may be published on Global Campus 21 that do not violate the rights of others (in particular copyrights and generally with regard to the law of industrial property and copyright protection).

Users of Global Campus 21 are responsible for their activities within the entire platform. In all circumstances, the personal password to activate and use the user's account has to be kept secret from third parties. If you should have any cause to assume that third parties may know your password, it is your duty to immediately change it (you can change your password in your personal profile area).

User activities aimed at complicating the functionality of the platform or making the portal unusable are forbidden and may result in civil or criminal prosecution. In particular, any undertakings that may influence the portal's physical and logical structure are also forbidden.

It is not allowed to use Global Campus 21 for commercial purposes which includes advertising by sending unsolicited content to the recipient (spam).

On Global Campus 21, it is generally not permissible to register for more than one user account, register for a user account in the name of another person, register in the name of a group or a legal person for a user account, present oneself as another person, and disseminate false statements about oneself and other people.

Furthermore, all GC21 E-Academy users are obliged not to violate any legal regulations with their content and activities (valid law of the German Federal Republic). For example, the

platform may not be used for illegal purposes of any kind.

It is also forbidden to publish, transmit or disseminate content / statements that are illegal, especially those that are insulting, glorify violence or are of a discriminatory or pornographic nature or have other content that are contrary to morality. This also comprises content that are accessible via links posted or published by the users. Furthermore, the use of offensive content, ambiguous terms and other representations whose illegality is suspected but cannot be conclusively determined is forbidden.

For example, the following are forbidden activities and content:

- Content that are morally harmful for adolescents,
- Any presentation of violence against human beings or animals,
- Content violating human dignity,
- Religiously or politically extreme content, racist content or content inciting hatred for religious, national or racial reasons or those glorifying violence,
- Gambling,
- Obscene content,
- Submitting photos and videos without permission of the photographer and the persons shown in them,
- The organization of criminal or terrorist activities. - -

If Global Campus 21 suspects such content or references, it reserves the right to remove them without any prior announcement or explanation.

5. Rights and duties of the operator

With Global Campus 21, GIZ merely provides the users a platform with which they can communicate with other online learners, communities and other third parties.

To this end, it provides the technical application for a general establishment of contacts. This service does not give rise to any claims concerning the substantiating of contacts, and GIZ is not responsible for the establishment and development of contacts.

Furthermore, claims of compensation for damages in the event of technical disturbances are ruled out. Our technical administration undertakes to ensure the frictionless operating of the platform, but as already mentioned in the security notes, no guarantee is given for this.

The operators of Global Campus 21 do not carry out any checks on the publicly disseminated content and statements of the users prior to their dissemination, transmission or publication.

In the event of the conditions of use not being observed or a reasonable suspicion of a user having violated them, we are entitled to expel the respective user and, should this seem

appropriate, immediately delete the user's content or content that has been addressed to the user. In this case, the user is sent a warning with a fixed time limit, unless the violation is of such severe nature that a continuation of the operator and user relationship is unacceptable. Users relieve the operators of GC21 of all claims, including damages claims, that other users or other third parties may make owing to a violation of their rights by the content published on GC21 by the user.

The user covers all reasonable and proportionate costs arising for the operator owing to a violation of the rights of third parties, including the reasonable and proportionate costs arising from defence in court. These duties of the user do not apply if the user is not responsible for the infringement.

6. Closing the accounts

You may close your account at any time, and without giving any reasons. Once the account has been deactivated, the user's data can no longer be accessed. Owing to the data retained in the temporary storage (cache), the member's data may still be accessible for a short period for technical reasons. Should the need arise, Global Campus 21 will reserve the right to keep the data stored for the time being (e.g. to assert damages compensation claims in the case of a violation).

Note: Once you have closed your account, your data will be completely and irretrievably deleted. Entries in discussion forums, personal messages and other contributions will be made anonymous, and as a consequence, can then no longer be assigned to you, but they will not be deleted. This is done, for example, in order to retain the comprehensibility of a discussion.

7. Liability

The Internet offer of Global Campus 21 has been compiled with the greatest possible care. No liability is assumed for the correctness, accuracy and flawlessness of the information on the part of the operator Global Campus 21. Neither do we as operators assume any liability for the content published by the users. Furthermore, any liability for damages that arises directly from the use of the pages is ruled out.

We are not responsible as operators for the content of websites that have been referred to via external hyperlinks, and we can assume no guarantee or liability for the appropriateness and legality of this content.

As users, you relieve Global Campus 21 of all claims made by third parties owing to a violation of the above-mentioned duties and / or damaging activities of the users vis-à-vis Global Campus 21. As far as this is legally possible, Global Campus 21 cannot be held

liable. (The English version of the conditions of use applies as the legally binding version.)

8. Amendments to the conditions of usage

Global Campus 21 reserves the right to amend these conditions of usage at any time and without giving reasons. Registered users are informed about changes. If there are no objections to the amended version within two weeks of this notice being given, it is regarded as accepted.