



Terms of use E-Learning Platform of DZNE Clinical Research (DECLARE)

The web-based e-learning platform of DZNE Clinical Research (DECLARE) is operated by the DZNE Clinical Research Platform.

§ 1 Subject of use

- (1) These terms of use apply to the use of the e-learning platform of the DZNE Clinical Research (DECLARE) and its applications.
- (2) The DZNE is entitled to amend these Terms of Use at any time. Furthermore, the DZNE is entitled to prohibit individual users from using the platform. In such cases, the DZNE must inform the respective user in a timely manner about the change or cancellation of the right of use in a suitable form.
- (3) The ILIAS software on which DECLARE is based is open source software published under the General Public Licence (GPL).

§ 2 Scope of use and services

- (1) The use of the e-learning platform requires a registration. For registration, the user must apply for use at the Clinical Research Platform (CRP) of the DZNE. For this purpose, the user shall transmit all data required in the application form to the quality management of the CRP at DECLARE-Accountmgnt@dzne.de.
- (2) Only employees of the DZNE and its cooperation partners as well as employees of academic partners of the DZNE (this includes but is not limited to e.g. members of SCA and ARCA Global and ERN-RND) are entitled to free use in accordance with these Terms of Use. For all other users, the Terms of Use are accompanied by a separate license agreement for which a fee is charged.
- (3) In accordance with the first login, the user agrees to these Terms of Use in order to be entitled to use the learning platform after setting up access. The user assures with his/her consent that the information provided by him/her about his/her person and other circumstances relevant to the contract are complete and correct.
- (4) The user may use the content in DECLARE in the intended manner, e.g. his/her training. The DZNE remains the owner of all content in DECLARE at all times.
- (5) The DZNE does not guarantee permanent and error-free functionality of DECLARE. The DZNE reserves the right to interrupt operation or temporarily discontinue the availability, e.g. for maintenance work. The DZNE reserves the right to make changes and updates at any time or to change or supplement the offer of DECLARE without prior notice. The DZNE reserves the right to delete the entire offer of DECLARE or permanently discontinue the availability of DECLARE with prior notice to the registered users for any reason at DZNE's discretion.

§ 3 Duties of the user

- (1) The form, content and purpose of its use must not violate the law, the rights of third parties, morality and good scientific practice.

Terms of use E-Learning Platform of DZNE Clinical Research (DECLARE)

- (2) The user shall not make any changes to the course content, he undertakes not to copy and reuse the content. Commercial re-use of the training course contents and individual elements is prohibited.
- (3) The user is not allowed to share its access data with third parties. The user shall ensure that its access data is kept inaccessible.
- (4) The user shall treat the content of DECLARE to which the user has access as confidential.
- (5) Users are prohibited from carrying out procedures that are suitable for deducing the identity of probands shown in training videos.
- (6) If the user violates his obligations of use, he/she is liable to the DZNE for any resulting damages.

§ 4 Training certificate

After successful completion of training courses, the DZNE issues the respective user with a training certificate. The training certificate is a confirmation of participation, which does not certify any other special qualification.

§ 5 Warranties and Liability

- (1) No responsibility is taken for contents to which direct or indirect reference is made (links) and which are outside the sphere of influence of the DZNE.
- (2) No responsibility is taken for the topicality and completeness of the content provided on the learning platform.
- (3) Liability claims against the authors and the operators of the learning platform relating to material or non-material damage caused by the use or non-use of the content provided or by the use of incorrect or incomplete content are excluded. Any use is at the user's own risk.
- (4) DZNE shall be liable for any loss, damage or injury based on a breach of contractual obligation or tort due to or arising from DZNE's wilful misconduct or gross negligence. With respect to any loss, damage or injury based on a breach of contractual obligation or tort based on DZNE's simple negligence DZNE shall only be liable for breach of a material contractual obligation limited to the amount of the typical and foreseeable damage at the time this Agreement was concluded. The aforementioned limitations of liability do not apply in the case of claims for compensation for injury to life or body of a person nor in the case of claims under the product liability law (ProdHaftG).

§ 6 Data protection

- (1) All personal data resulting from the contents of the DECLARE platform are to be treated exclusively within the permissible framework of the European General Data Protection Regulation 2016/679 (GDPR).

Terms of use
E-Learning Platform of
DZNE Clinical Research (DECLARE)



- (2) For the registration on the DECLARE platform, the processing of individual personal data of the user is necessary. The legal basis for processing personal data is a declaration of consent as set forth in Article 6 (1) lit. a of the GDPR. By commencing training on the DECLARE platform, the user consent to the processing of his/her personal data for the use of DECLARE.
- (3) Controller pursuant to the GDPR and other national data protection laws and as well as other data protection regulations is the Deutsches Zentrum für Neurodegenerative Erkrankungen e. V. (DZNE), Venusberg-Campus 1/99, 53127 Bonn, Germany, legally represented by the Board.
- (4) The user has the right to withdraw his/her consent to the processing of his or her personal data. After the withdrawal of consent, personal data is generally deleted or its processing is restricted as soon as the specific purpose for which the data has been stored no longer exists.
- (5) The user has the right to know whether the DZNE processes personal data concerning him/her. The user has the right to request that the DZNE rectify and/or complete any data if the personal data processed is incorrect or incomplete. The DZNE shall forthwith undertake the rectification. In compliance with the legal requirements the user may demand that the DZNE restrict the processing of his/her personal data. If processing has been restricted in compliance with the above-mentioned conditions, the user shall be informed before the restriction is lifted. The user has the right to object to the processing of its personal data. The DZNE shall subsequently refrain from processing the personal data unless there are compelling legitimate grounds for the processing that override the user's interests, rights and freedoms or if processing is undertaken in order to establish, exercise or defend legal claims. The user has the right to receive the personal data which was provided in a structured, commonly used and machine-readable format or to effect that the user's personal data be directly transmitted by the DZNE to another controller as far as this is technically feasible. The rights of third parties must not be affected thereby. The user has the right to submit a complaint to a supervisory authority in particular in the user's resident EU country or where the alleged breach has taken place.
- (6) The competent data protection supervisory authority for the DZNE is the Federal Officer for Data Protection and Freedom of Information, Graurheindorfer Straße 153, 53117 Bonn, Germany.
- (7) DZNE data protection officer: Deutsches Zentrum für Neurodegenerative Erkrankungen e. V. (DZNE), Department for Data Protection, Ronny Repp, Venusberg-Campus 1/99, 53127 Bonn, Germany.
- (8) The user is aware of the relevant statutory provisions on the processing of personal data and the special requirements for data security and data protection under the



**Terms of use
E-Learning Platform of
DZNE Clinical Research (DECLARE)**

GDPR. The users agree to keep all data that has become accessible confidential. The user shall not record any data or pass it on to third parties. This obligation extends to all company data and company information of the DZNE.

§ 7 Governing Law, Place of jurisdiction

- (1) These terms of use are governed by, and construed according to German law without regard to the Convention on Contracts for the International Sale of Goods (CISG).
- (2) Exclusive place of jurisdiction and venue shall be Bonn, Germany.

§ 8 Final provisions

- (1) If any provision of these terms of use is wholly or partially invalid or unenforceable for any reason, all other provisions will continue in full force and effect.
- (2) These Terms of Use constitute the entire agreement and understanding between the parties hereto relating to the subject matter hereof. No modifications, amendments, or waiver of any provision of this Agreement shall be valid unless in writing and signed by a duly authorized representative of each of the parties hereto. This also applies to the waiver of this requirement in writing.