

Terms and Conditions for using TCTrainNet

1. Introduction to Terms and Conditions

All registered users of TCTrainNet are required to consent to the *Terms and Conditions* when they log on for the first time. TCTrainNet material will not become accessible until the user has accepted the Terms and Conditions set forth below.

If you have any questions about the Terms and Conditions, please contact the TCTrainNet team at info@tc-train.net.

Please note that these conditions apply for the entire duration of your course and while your TCTrainNet login remains active.

tcworld may regard any breach of the Terms and Conditions as misconduct, and may take action to remove those found or suspected to be in breach of the Terms and Conditions from the TCTrainNet and/or from any of its online platforms and resources.

Your acceptance of these Terms and Conditions is made by you using the TCTrainNet resources. If you do not accept the Terms and Conditions or any part of them you should stop using this online resource immediately.

tcworld reserves the right to make changes to these Terms and Conditions at any time; such changes will take effect from the date of posting on TCTrainNet. Your continued use of TCTrainNet will constitute your acceptance of any changes to these Terms and Conditions.

TCTrainNet may from time to time display additional Terms and Conditions, for example in connection with a particular activity or service. If the Terms and Conditions should conflict in any way with additional terms, then the additional terms prevail.

You agree to use these resources only for lawful purposes, and in a manner which does not infringe on the rights of, or restrict or inhibit the use and enjoyment of the site by, any third party.

These Terms and Conditions shall be governed and construed in accordance with the laws of the Federal Republic of Germany.

2. About the information on the TCTrainNet

The TCTrainNet resources and the information, names, images, pictures, etc. are provided *as is* without any representation or endorsement made and without warranty of any kind whether expressed or implied. In no event will tcworld be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from the use of or in connection with such use or loss of use of the site, whether in contract or in negligence.

tcworld does not warrant that the functions contained in the material of these resources will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials.

For the purposes of these Terms and Conditions, the expression "website information" means the images, graphics, text, applets and scripts operating, operating in, or which form part of this TCTrainNet Platform.

All intellectual property rights applying to the website information are owned by tcworld, except where expressly noted (e.g. in the case of footnoted references, etc.).

3. Copyright restrictions

Documents may be copied or downloaded for personal use only on the condition that copyright and source indications are also copied, no modifications are made, and the document is copied in its entirety. However, tcworld may publish on TCTrainNet images or text in which the copyright is not owned by tcworld or which is not owned completely by tcworld. Where this is done, and where practicable, the copyright owner is acknowledged. All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (except in case of personal use as described above) after permission to copy them (the sources are indicated within these documents or images).

Commercial use or publication of all or any item displayed is strictly prohibited without prior permission from tcworld. Nothing contained herein shall be construed as conferring any licence by tcworld to use any item displayed for any commercial purpose whatsoever.

Copyright of the study material and all other content of TCTrainNet is owned or controlled by tcworld, except where expressly noted.

You are permitted to view, copy, and print documents within TCTrainNet, subject to your agreement that:

your use of the material is for your own personal information and for non-commercial purposes only

you will not modify the documents or graphics in any form or manner

you will not copy or distribute graphics separately from their accompanying text and you will not quote materials out of their context.

4. Privacy policy

4.1. Information we collect

In order to use TCTrainNet you must have *cookies* enabled on your Web browser. By accepting these Terms and Conditions you agree to allow certain information about you to be collected by tcworld (see below).

We collect your information by cookies. Cookies are small file structures used by TCTrainNet to request information from the computer you are using. This information is then returned to the TCTrainNet system and stored.

The types of information we collect may include usage statistics, e.g. when users last logged into the system, when they accessed certain activities, or when they uploaded assignments.

We use this information to help improve TCTrainNet services by ensuring that the material and content of the courses accord with the users' requirements, and also to make sure users are not having problems with site access.

The usage statistics are visible to the TCTrainNet administrators and may be visible to your online trainer.

4.2. About linking to TCTrainNet resources

You do not need to seek permission before providing a link to any part of the TCTrainNet Platform.

4.3. About the accuracy of the website information

The website information is provided *as is* and tcworld makes no representation, endorsement or warranty as to its accuracy. tcworld will not be liable for any action taken (or not taken) in reliance upon the website information and such action is taken (or not taken) entirely at your own risk. tcworld reserves the right to make any changes to the website information without notice and without liability to you.

The operation of TCTrainNet depends on the input of information by participants and online trainers. The service provided by tcworld depends on, and varies according to, the accuracy of such input information. tcworld accepts no responsibility for, and no liability in respect of, the input of inaccurate information to this website by participants, online trainers, and/or any third parties.

Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or similar postings, is, and will be treated as, non-confidential and non-proprietary information.

TCTrainNet is a *closed learning community*, that is not open to the general public. However, any communication or material that you transmit to, or post in, a closed course environment including any data, questions, comments, suggestions, or similar postings, can be seen by TCTrainNet representatives and other course members.

The Meeting Point of the TCTrainNet Platform includes an online user function. This function shows you who of the other participants is currently online and provides a chat function. This helps you to exchange ideas with your peers and discuss learning tasks.

There are some areas of TCTrainNet, such as email and course activities, which are private between participants and the online trainers, and cannot be seen by other participants unless specified.

If you find any inaccurate information on TCTrainNet, or have any complaint about what has been published on TCTrainNet, please send an email to info@tc-train.net.

Emails will be investigated on receipt and appropriate action will be taken.

This set of resources, as an electronic internet-based resource, is susceptible to cyber-squatting and vandalism. tcworld does not accept any responsibility for, or liability in respect of, any information that appears on TCTrainNet as a result of such actions.

4.4. About data protection on the Internet service interruption viruses, etc

As with all other web publishers, tcworld has no control over the Internet, which is a global public network of computers, or over the method by which you access TCTrainNet. tcworld takes no responsibility for service interruption or the transmission of viruses or other malicious computer code through any part of TCTrainNet. Although all files are scanned for the presence of viruses before being uploaded to this website, tcworld does not guarantee that they are free from viruses.

tcworld will manage your personal data in accordance with the principles set forth in the Data Protection Act of Germany.

In general, any personal information which you provide to tcworld will only be used within tcworld and by its service providers and will not be disclosed to any other person or entity. However, we may share information such as your username, password and email address with your training organization for purposes connected with your course and your use of TCTrainNet. Training organizations may require this information to deal with student queries such as password reminders, or to provide notification that a particular service has been suspended for maintenance or for some other reason.

By accepting these conditions you are giving your consent to tcworld and your training organization to process your personal data for the purposes described in the preceding paragraph.

4.5. About your posts and emails

Disruptive, offensive or abusive behaviour is not permitted on TCTrainNet. Contributions must be civil, constructive and polite, and neither disrespectful nor created with the intention of causing trouble, offense, or harm.

Unlawful or objectionable content is not permitted on TCTrainNet. Unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.

If you use multiple logins for the purpose of disrupting the community or annoying other users you may have action taken against your accounts.

Spamming or off-topic material is not permitted on TCTrainNet. tcworld does not allow the submission of the same or very similar contributions many times. Please do not re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.

The following activities are also not permitted on TCTrainNet:

- advertising
- impersonation

- inappropriate (e.g. vulgar, offensive, etc.) user names. tcworld reserves the right to deem user names inappropriate based solely upon its own judgement.

4.6. Communication

When using tcworld's communication facilities you must:

- respect other people's views and beliefs
- only post comments which are appropriate to the particular discussion
- remember that you are conversing with real people and not with a screen name in cyberspace.

This will enable you to enjoy your interactions with fellow students and your trainers in a friendly and intellectually-stimulating environment.

When using tcworld's communication facilities you must not:

- post anything abusive, defamatory, obscene or otherwise illegal
- copy or forward email or any other private messages without permission
- include material which is confidential or the copyright of which is owned by someone else, unless you have first obtained permission from the appropriate parties
- post material which contains or may contain a virus or other program(s) which may be disruptive to tcworld's systems
- post any advertising or promotional material
- behave in an impolite or offensive manner.

tcworld reserves the right to remove, vary or amend any of the content which appears on TCTrainNet at any time and without prior notice.

When submitting postings or assignments within TCTrainNet you must give due acknowledgement for material quoted from other sources.

4.7. Safety

We advise that you never reveal any personal information about yourself or anyone else (for example: email address, personal websites/blogs, mobile number, telephone number or home address).

Each individual is responsible for the security and use of their username and password. You are not allowed to use the account, username or password of any other user. You must not disclose your username or password to anyone else.

4.8. About the law

You may not submit any defamatory or illegal material of any nature to TCTrainNet. This includes animations, text, graphics, video, programs or audio. Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.

You agree to submit only materials that are your own original work. You must not violate, plagiarize, or infringe the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.

The views expressed in the Meeting Point discussion forums are those of members of the course and are not necessarily those of tcworld or the persons administering TCTrainNet.

4.9. Disclaimer

4.9.1 Third Party Content

Within TCTrainNet, under headings of "Reading Materials from the Web", "Webcasts and Podcasts from the Web", and similar, you will find a collection of links leading to content produced and provided by third parties. These links may help you in the acquisition of knowledge on the learning topic. Views and opinions expressed in the third party content do not necessarily represent those of tcworld.

This third party websites are outside of tcworld's control and tcworld is not responsible for the content of those sites. tcworld does not endorse these links nor any opinions expressed or services provided on these websites. Although tcworld carefully chooses the links and references, tcworld cannot guarantee that these links will continue to be available. The information on linked website pages may become dated or changed without notice, and tcworld does not represent or warrant that the information contained on these linked pages is complete, timely or accurate. Furthermore, tcworld is not responsible for the privacy policies and data protection of external websites. If you have reason to believe that an external link leads to information that is in violation of the law or contains illegal material, please let us know as soon as possible. Please send your message to: info@tc-train.net.

4.9.2 Availability

While tcworld will endeavour to ensure that the TCTrainNet site is normally available 24 hours a day, tcworld will not be liable if for any reason the site is unavailable at any time or for any period. Access to this site may be suspended temporarily and without notice in circumstances of system failure, maintenance, repair, or for reasons beyond the control of tcworld.