

# HOP online learning

(ver. 8th September 2020)

## Terms of Use

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### REFERENCES

Whereas “you” is mentioned it refers to a user of the HOP online learning platform. You must be in the age of consent set legally in your country to use the platform.

Whereas “we” is mentioned, it refers to the owner of the HOP online learning platform: Foundation for the Development of the Education System based in Poland, Aleje Jerozolimskie 142A, 02-305 Warsaw, that can be reached via the platform’s administrator: [HOP@salto-youth.net](mailto:HOP@salto-youth.net).

### INTRODUCTION

These Terms of Use apply to the HOP online learning platform users. Please read these carefully, because by using this website, you agree to be legally bound by and comply with its terms. If you do not agree with these Terms of Use, you are not authorised to use the HOP online learning platform.

We may revise these Terms of Use from time to time, but after each change we will announce it in the main “Announcements” forum that every user is subscribed automatically (you can set up your notification preferences to receive such notification by e-mail automatically). If you continue to use the HOP online learning platform after we post the change, this means you have agreed to the new terms.

## Privacy Policy

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### WHO IS RESPONSIBLE FOR MANAGING MY PERSONAL DATA?

The HOP online learning platform is operated by Foundation for the Development of the Education System based in Poland, Aleje Jerozolimskie 142A, 02-305 Warsaw, that can be reached via the platform’s administrator: [HOP@salto-youth.net](mailto:HOP@salto-youth.net). The Foundation appointed a personal data protection officer, that can be reached via: [iod@frse.org.pl](mailto:iod@frse.org.pl).

### WHAT DO WE USE YOUR INFORMATION FOR?

The information that you provided is used within the HOP online learning platform to foster your learning experience as well as to support communication and

## GENERAL TERMS

You agree to use HOP online learning platform only for lawful purposes, and in a way that does not breach or restrict the rights of anyone else's use of this website. Prohibited behaviour includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content or disrupting the communication among users within this website. You may not impersonate another person.

You may not probe, scan or test the vulnerability of the HOP online learning platform nor breach its security or authentication measures. You must not misuse the HOP online learning platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the HOP online learning platform or the server on which it is stored.

## INTELLECTUAL PROPERTY

You might use copyrighted materials on the platform as long as you have a legal right to do so. Therefore before you upload any image, video, audio, text etc. please make sure it is your own production or you have rights to use it. When uploading or using any of such content you will be automatically asked to identify the author and kind of copyright the material possess, so the other users know if they can use it as well. Using the copyrighted materials without proper rights is not allowed, illegal and solely your responsibility! If the content is your own work, please decide how it can be used further. We encourage you to use [Creative Commons](#) licences.

Any other content on the HOP online learning platform, especially contents of the courses provided by its authors, are the property of the HOP online learning platform or its partners that signed the "non-financial online learning cooperation agreement". This stipulates that the contents of the online courses are provided under Creative Commons' licence Attribution-NonCommercial-ShareAlike (CC by-nc-sa) or similar.

## ACCURACY OF CONTENT AND INFORMATION

Although we make reasonable efforts to update the content on the HOP online learning platform, we make no representations, warranties or guarantees that the content

networking with other learners. At the same time your information can be used by our Foundation to perform its duties or exercise powers. We use the information that you provide in order to be able to offer the service requested in the best way possible.

## WHAT IS THE LEGITIMACY FOR THE MANAGEMENT OF YOUR INFORMATION?

We manage your data to provide services within HOP online learning platform due to your consent indicated during user registration.

## WHO WILL MY INFORMATION BE SHARED WITH?

Your information can be shared with Foundation's partners responsible for HOP online learning platform, especially the European Commission, National Agencies of Erasmus+ and European Solidarity Corps, other SALTO Resource Centres as well as partners responsible for the platform technicalities (like server provider).

If necessary and in accordance with the regulations on programmes and projects managed by the Foundation, the

on the HOP online learning platform is accurate, complete or up-to-date.

In particular, HOP online learning platform as well as its partners shall not be liable for any direct, indirect, consequential, or other damages suffered by a user or any third party resulting from the use of the content available via HOP online learning platform.

The HOP online learning platform contents may be modified at any time to reflect knowledge update, educational improvement or correct any formal or theoretical error that could be detected.

Any link is not intended to be, nor should be construed as, an endorsement of any kind by us. When we link to other websites we try to make it as clear as possible that you are leaving this website. These Terms of Use apply only to the HOP online learning platform, and not to other websites. Be sure to read the terms of use and privacy policies that govern your use of these other websites.

## **SERVICE COMPLIANCE AND SECURITY**

Although we put efforts on designing, programming and providing the best as possible website, we do not guarantee that this website or any content, service or feature of it will be error-free, uninterrupted, or that any defects will be corrected, or that your use of the website will provide expected results. This website and its content are delivered on an "as-is" and "as-available" basis.

Minimal IT skills and equipment are required for the HOP online learning platform. In particular your device should be able to play audio and video, it should use updated version of a web browser and have access to internet.

The HOP online learning platform uses cookies for platform authentication and statistics. Cookies are small files that HOP online learning platform transfers to your device's hard drive through your web browser (if you allow) that enables the platform to recognize your browser and capture and remember certain information. We use cookies to help us gather information at our own discretion.

HOP online learning platform may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures, extended downtime and other interruptions.

Foundation may be obliged to transfer (grant access to the place of storage) your data to the European Union bodies and to institutions in countries, which are not members of the European Union or the European Economic Area. This will always take place in good faith, bearing in mind the necessity to ensure the best data protection.

## **WHAT ARE YOUR RIGHTS WHEN GIVING US YOUR INFORMATION?**

Your consent to the processing of your data is freely given and is a prerequisite to use the HOP online learning platform. You can withdraw or limit your data kept in the HOP online learning platform at anytime by yourself. Anyway, even if you delete your profile from the platform, we will still back up your data, hoping that when you return to the platform you would like to retrieve your achievements and records. In case you would like to be fully forgotten, please remove your profile and additionally send such request to be forgotten to the platform's administrator: [HOP@salto-youth.net](mailto:HOP@salto-youth.net). Please note that this will not affect the facts and legality of processing

Finally, although we put efforts on developing the most secured website as possible, we cannot guarantee that any files or data you download from the site will be free of viruses or contamination or destructive features. You must take appropriate steps to ensure that you regularly check for viruses when using this website on any device.

## **WEB ACCOUNTS**

All features and services of the HOP online learning platform require a user account that can be created by any interested person who agrees with this Terms of Use and Privacy Policy. The user is entirely responsible for keeping the account information confidential (including username and password) and for what occurs under your account as a result of your failing to keep this information secured and confidential.

In setting up your user account, you may be prompted or required to enter additional information, including but not limited to your name, location and organisation you represent. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete.

In particular, you should use a minimum of 8 characters (at least 1 digit(s), at least 1 lower case letter(s), at least 1 upper case letter(s), at least 1 non-alphanumeric character(s) such as \*, -, or #). Always log out from the HOP online learning platform when leaving your device and never transmit your credentials without encryption by email.

By using HOP online learning platform you acknowledge and agree to immediately notify HOP online learning platform administrator of any unauthorized use of your account; you undertake not to use anyone else's HOP online learning platform account; you acknowledge that HOP online learning platform cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

We reserve the right to cancel or otherwise limit your access to any or all platform's services at any time without notice if we suspect fraudulent, abusive or unlawful activity that occurs under your account. Upon suspension or cancellation, your right to use the HOP online learning platform stops immediately and you may not be able to retrieve any data or results of the e-learning courses you have enrolled.

your data before such decision.

Should the Foundation have any doubts as to the scope of a statement of withdrawal of consent to the processing of your data, the Foundation will adopt a broad interpretation of the statement to protect your interests and your data to the best of their ability.

You have the right to lodge a complaint to the Supervisory Authority in the person of the Inspector General for the Protection of Personal Data (as of 25.05.2018: President of Data Protection Authority (Prezes Urzędu Ochrony Danych Osobowych)), ul. Stawki 2, 00-193 Warszawa, Poland).

## **HOW DID WE OBTAIN YOUR INFORMATION?**

The information is provided by you freely during the registration to the HOP online learning platform and later, when using the platform. The platform uses so called email-based self-registration as well as authentication via MySALTO.

## **HOW LONG DO WE KEEP HOLD ON THIS INFORMATION?**

Your personal information given to us is held all the

## **GOVERNING LAW AND JURISDICTION**

These Terms of Use shall be governed by and read in accordance with the laws of Poland and shall be subject to the exclusive jurisdiction of the courts of Poland.

HOP online learning platform has been funded with the support from the European Commission under the Erasmus+ Programme. Contents of this platform reflects the opinions only of its owner, its partners and online learning courses' authors, and the European Commission cannot be held responsible for any use which may be made of the information contained herein.

while the service of HOP online learning platform is being provided and/or during the time needed for legal responsibility.