

# General Terms and Conditions

## Thank you for choosing Kiron!

Kiron's products and services are provided by Kiron Open Higher Education uHG ("Kiron"). These General Terms and Conditions ("Terms") govern your use of all Kiron's websites (including <https://kiron.university>; <https://plan.kiron.university>; <http://interact.kiron.university>), apps, and other products and services ("Services").

As some of our Services may include software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully, and contact us if you have any questions. By using our Services, you agree to be legally bound by these Terms, including the policies referenced in these Terms (such as our Privacy Policy).

## Definition of the services provided by Kiron

### Partner universities

Kiron is not a university and as such will not personally issue a university degree. Whenever Kiron is referred to as a "university", or to described as a "university", this is not intended to suggest Kiron holding the legal status of a university, nor that it is accredit, nor that it gives university degrees. Rather, this is meant to express Kiron's role in helping students get access to a university degree, through one of Kiron's partner universities. Specifically, Kiron entertains binding partnerships with universities who will provide a degree to Kiron students on condition that 1) ALL of the academic requirements of Kiron have been met, and 2) ALL of the academic requirements of the respective partner university for the chosen degree have been met. Kiron attempts to give every student who fulfills 1) and 2) the opportunity to study at a partner university and is works to maintain and expand its network of partner universities and academic content.

### Partner MOOCs

The online courses that are part of the curriculum at Kiron and linked to from Kiron are supplied by third party MOOC-platforms (i.e. Massive Open Online Course-platforms) and created by various authors and institutions. The courses are thus subject to unexpected change or erasure by one of abovementioned third parties, the decision for which lie out of Kiron's control.

Kiron selects MOOC courses that are eligible for attaining credits and a diploma (depending on partner university / degree) once the full Kiron trajectory has been completed. While the full Kiron trajectory is ideally 2 years (120 ECTS) of the Kiron-curriculum study of MOOC-courses and 1 year at a partner university (60 ECTS), more than 2 years (and more than 120 ECTS) of online study may be required in order to obtain sufficient ECTS in subject-specific courses. This is subject to chosen study program and partner university.

Once a student has successfully completed all online-courses required for the respective degree, Kiron will attempt to give said student the opportunity to physically attend one of Kiron's partner universities. There is no guarantee for this placement, nor that the student will get to study at his/her preferred partner

university because the spots available at each institution are limited.

The completion of the courses and the attainment of the diploma are entirely dependent on the sole efforts of the student.

## Online services

Kiron itself also provides certain online services (such as the intranet platforms <https://plan.kiron.university> and <http://interact.kiron.university>).

These services allow the students to participate in the courses provided by the MOOCs-partners in a manner that allows Kiron to recognize (on behalf of the partner universities) the ECTS obtained from completing MOOC courses, to be able to see which courses the students are enrolled in and to keep in touch with fellow students.

## Other services

Finally, Kiron aspires to helping students adjust to their new environment and improving the student experience. To achieve this, Kiron attempts to provide additional services to these ends.

# Using Kiron

## Who May Use our Services

You may use our Services only if you can form a binding contract as a student, instructor or other type of user with Kiron, and only in compliance with these Terms and all applicable laws.

Students will additionally be subject to certain Eligibility Criteria as set out below, to have access to the academic content provided for by Kiron and its partners.

WHEN YOU CREATE YOUR KIRON ACCOUNT, AND SUBSEQUENTLY WHEN YOU USE CERTAIN FEATURES, YOU MUST PROVIDE US WITH ACCURATE AND COMPLETE INFORMATION, AND YOU AGREE TO UPDATE YOUR INFORMATION TO KEEP IT ACCURATE AND COMPLETE.

## Eligibility Criteria for students

BY ACCESSING KIRON SERVICES, YOU CONFIRM THAT YOU ARE A “**REFUGEE**” (meaning that you are recognised by a government as having refugee status) OR THAT YOU ARE A “**REFUGEE-APPLICANT**” (meaning that are in the application process of being recognised as a refugee).

If you do not fall within either of these categories and attempt to make use of Kiron’s Services in an unpermitted manner, be aware that you may face legal consequences. This may among others lead to a violation of copyrights of partner universities such as Harvard University - the legal consequences of which must be borne by the student. Kiron is in no way accountable if this may occur.

Furthermore, Kiron discovers that you are not a refugee or that you are ineligible for our program, we may discontinue your user account including erasing all data. A ban from using any of Kiron’s services in the future may be enacted.

## Change of status

Kiron is aware that your status as a refugee or refugee-applicant may alter during the period of study.

If refugee status is refused or withdrawn by a final government decision that is not open to appeal, access to Kiron's Services may be discontinued.

If refugee status is withdrawn for any reason whatsoever by a final government decision that is not open to appeal, it is up to Kiron's full discretion to decide whether the student may continue making use of Kiron's services. This decision will be based on objective, non-discriminatory and proportionate criteria such as (for example) academic results, amount of the academic trajectory completed, motivation of the student, practical possibilities, law in the country of residence of the student, partnership agreements etc.

If the refugee or refugee-applicant returns to its home country during the period of active study, Kiron engages to aid the student in acquiring homologation of the credits achieved through Kiron's Services via local Universities. This is a commitment of best efforts. Additionally, Kiron will have full discretion on a case-by-case basis to decide whether the returned-refugee(-applicant) may still have access to Kiron's Services. This decision will be based on objective criteria possibly including, but not limited to: academic results, amount of the academic trajectory completed, motivation of the student, practical possibilities, local law, German law, partner university rules, etc.

## Our License to You

Subject to these General Terms and Conditions and our policies (including the Acceptable Use Policy, Honor Code, and course-specific eligibility requirements and other terms), we grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our online Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain Kiron's written permission to otherwise use the content. You also agree that you will create, access, and/or use only one student account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

## Our Courses

### Academic Credit and Diploma's

Unless otherwise explicitly indicated by a credit-granting institution, mere participation in or completion of a course with one of Kiron's MOOC-partners does not confer any academic credit unless all of Kiron's academic requirements have been met. As set out above, students must complete the entire Kiron trajectory for their academic credits to be recognized by a partner university and to be eligible for a diploma from one of Kiron's partner universities.

### Course Modifications

While we take pride in our world-class partnerships, unexpected events do occur. Kiron reserves the right to cancel, interrupt, or reschedule any course or to modify any course content or the point value or weight of any assignment, quiz, or other assessment. Courses offered are subject to the Disclaimers and Limitation of Liability sections below.

# Your Content

## User Content

In order to be able to partake in the Services Kiron provides, you will be required to share your content, such as homework, quizzes, exams, projects, and other assignments you submit, posts you make in the forums, and the like ("User Content"), with Kiron, instructors, and/or other users.

The User Content also includes all data on progress, grades, passing/failing courses, usernames, passwords etc... generated as a consequence of taking part in the MOOC-courses provided by way of a Kiron enrolment.

You retain all intellectual property rights in, and are responsible for, the User Content you share.

## How Kiron and Others May Use User Content

This User Content is essential to provide students with the Services described in these General Terms and Conditions.

Therefore, to the extent that you provide or generate User Content as defined above, you grant Kiron a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content.

Kiron commits itself to do everything within its reasonable means to ensure that the User Content is solely used for the purposes of providing the Services described in these General Terms and Conditions.

Users agree to not hold MOOC platforms accountable for providing Kiron with this User Content and accept that this provision overrides potential information given in MOOC terms of service, which may claim to not share that data with other platforms.

This license includes granting Kiron the right to authorize participating institutions to use User Content with their registered students and on-campus learners independent of the Services. Nothing in these Terms shall restrict other legal rights Kiron may have to User Content, for example under other licenses.

We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms.

## Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, Kiron does not waive any rights to use similar or related Feedback previously known to Kiron, developed by its employees or contractors, or obtained from other sources.

## Security

We care about the security of our users. While we work to protect the security of your account and related information, Kiron cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

## Third Party Content

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. Kiron cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. Kiron disclaims any responsibility or liability related to your access or use of such third party content.

## Copyright and Trademark Policy

Kiron respects the intellectual property rights of our users, participating institutions, and other third parties and expects our users to do the same when using the Services. We have adopted and implemented the Kiron Copyright and Trademark Policy in accordance with applicable law.

## Paid Services

Kiron may in the future offer additional paid services for a fee. If and when Kiron chooses to introduce paid services, the students will be both consulted and subsequently informed ahead of any changes. Refunds may be available for paid Services as described in our Refund Policy.

## Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend or stop a Service altogether. Accordingly, Kiron may terminate your use of any Service for any reason. None of Kiron, its participating institutions and instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "Kiron Parties") shall have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

## Disclaimers

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE KIRON PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE KIRON PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF

THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE KIRON PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE KIRON PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL KIRON'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY EURO (20 EUR) OR THE TOTAL AMOUNT OF FEES RECEIVED BY KIRON FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE KIRON PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO KIRON'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## Indemnification

You agree to indemnify, defend, and hold harmless the Kiron Parties from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

## Governing Law and Jurisdiction

The Services are managed by Kiron, which is located in Berlin, Germany.

By making use of the Services provided by Kiron you agree that any dispute related to these Terms or Services will be governed by the laws of Germany.

Furthermore, German courts will have exclusive jurisdiction to settle any such disputes.

# Miscellaneous

## Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any substantial changes to the Terms, we will take reasonable steps to notify you of such changes. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

## Severability; Waiver

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

## Participating Institutions

Kiron's participating institutions are third party beneficiaries of the Terms and may enforce those provisions of the Terms that relate to them.

*Effective as of 15 October 2015.*

# Acceptable Use Policy

Kiron's mission is to provide universal access to the world's best education for refugees. We believe strongly in preserving free speech and expression for our learners as well as academic freedom for our partner institutions and instructors. We also want to make sure that all of our learners and instructors feel safe and comfortable while using our Services. We have drafted these guidelines to ensure that people understand and follow the rules when participating in our online community and otherwise using our Services.

Although we do not routinely screen or monitor content provided by users, we may remove or edit inappropriate content or activity reported to us or suspend, disable, or terminate a user's access to all or part of the Services.

## You are prohibited from using our Services to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities. Please keep in mind that learners who are as young as 13 use Kiron, and we do not allow content that is inappropriate for these younger learners.
- Contains credible threats or organizes acts of real-world violence. We don't allow content that creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.

- Harasses others. We encourage commentary about people and matters of public interest, but abusive or otherwise inappropriate content directed at private individuals is not allowed.
- Violates intellectual property, privacy, or other rights. Do not share content that you do not have the right to share, claim content that you did not create as your own, or otherwise infringe or misappropriate someone else's intellectual property or other rights. Always attribute materials used or quoted by you to the original copyright owner.
- Spams others. Do not share irrelevant or inappropriate advertising, promotional, or solicitation content.
- Otherwise violates the Kiron Terms of Use. Please note that specific courses may have additional rules and requirements.

### You also aren't allowed to:

- Do anything that violates local, state, national or international law or breaches any of your contractual obligations or fiduciary duties.
- Share your password, let anyone access your account, or do anything that might put your account at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from our Services, unless specifically authorized to do so.
- Access, tamper with, or use non-public areas of our systems, unless specifically authorized to do so.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of our systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of our Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use our Services to distribute malware.
- Impersonate or misrepresent your affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

*Effective as of 15 October 2015.*



# Copyright and Trademark Policy

Kiron respects the intellectual property rights of our partner institutions, instructors, and other third parties and expects our users to do the same when using the Services. We reserve the right to suspend, disable, or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights, trademarks, or other intellectual property rights of others.

*Effective as of 15 October 2015.*

## Honor Code

All students participating in the class must agree to abide by the following code of conduct:

- 1 I will register for only one account.
- 2 My answers to homework, quizzes, exams, projects, and other assignments will be my own work (except for assignments that explicitly permit collaboration).
- 3 I will not make solutions to homework, quizzes, exams, projects, and other assignments available to anyone else (except to the extent an assignment explicitly permits sharing solutions). This includes both solutions written by me, as well as any solutions provided by the course staff or others.
- 4 I will not engage in any other activities that will dishonestly improve my results or dishonestly improve or hurt the results of others.

*Effective as of 15 October 2015.*