

Portal terms of use

(www.draexlmaier.com)

1. General

- A. www.draexlmaier.com, and <https://login.draexlmaier.com> are Online Services portal (hereafter both referred as "Portal") owned and operated by Dräxlmaier Group.
- B. By accessing or using this Portal, you irrevocably agree to be bound by these Terms.
- C. In these Terms, the following definitions are used:
 - I. Material: means materials, information, documents or data or any combination of them;
 - II. Your Material: means Material you submit, post, transmit to or otherwise upload or enter onto the Portal;
 - III. Our Material: means Material we present on, that is otherwise contained on or that forms part of, the Portal, other than Your Material;
 - IV. IP Rights: means all intellectual property rights, including the following:
 - ✓ copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, domain names and any right to have confidential information kept confidential;
 - ✓ any application or right to apply for registration of any of the rights referred to in paragraph (i); and
 - ✓ all rights of a similar nature to any of the rights in paragraphs (i) and (ii) which may subsist in Germany or elsewhere, whether or not such rights are registered or capable of being registered.

2. Use of Portal

- A. You must only use the Portal, or Our Material, for the limited purposes set out in paragraph 2(b). Subject to paragraph 2(b), you are prohibited from:
 - I. Reproducing Our Material;
 - II. reselling or distributing Our Material;
 - III. re-transmitting the Our Material by any medium of communication;
 - IV. uploading and/or reposting Our Material to any other site on the Internet; and
 - V. "framing" Our Material with other material on any other site on the Internet.

- B. You may access and download Our Material from the Portal solely for your own use provided that you must not:
 - I. make Our Material available to third parties on any commercial terms; or
 - II. remove any copyright or trade mark notices contained on Our Material.
- C. You must not modify or copy:
 - I. the layout of the Portal; or
 - II. any computer software and code contained in or forming part of the Portal.

3. Responsible use of the Portal

- A. You must only use the Portal for lawful and authorised purposes. Your storage, transmission or distribution of any Material in violation of laws of Germany or any other State or Territory in any way that relates to your use of the Portal is prohibited. This includes Material that is viewed under law as threatening or obscene, or any Material that may be viewed by any entity as a protected trade secret.
- B. You represent and warrant in relation to Your Material that:
 - I. such Material is current, complete, and accurate;
 - II. you are authorised to provide Your Material and have the necessary rights in Your Material to grant the licences as provided for in these Terms;
 - III. you agree, to the extent reasonably practicable, to promptly update such Material to maintain their completeness and accuracy;
 - IV. Your Material is not defamatory or a malicious falsehood in relation to any product, service, person or corporation or set of facts or circumstances;
 - V. Your Material is not the "passing off" of any product or service and does not constitute unfair competition or infringe the rights of any person or corporation;
 - VI. Your Material does not, and the Department's use of Your Material will not, infringe any IP Rights; and
 - VII. Your Material does not infringe any laws.
- C. Draexlmaier Group may reasonably request you to provide proof of your identity for verification purposes. By agreeing to these Terms you agree to promptly comply with any such request that is made.
- D. You agree to comply with rules, regulations and acceptable usage policies that may be in force for each system that you access via the Portal. If you do not, we may terminate or suspend your access to the Portal under paragraph 11.
- E. You will at all times indemnify and keep indemnified Draexlmaier Group and its respective officers, employees and agents from and against any loss (including legal costs and expenses on a full indemnity basis) or liability incurred from any claim, demand, suit, action or

proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:

- I. any breach by you of the Terms;
- II. Your Material; or
- III. your use of the Portal.

4. Account information

By using the Portal you accept responsibility for:

- A. maintaining the confidentiality of any account information including user names, logins, passwords, and security questions and answers that you use to access any page or feature on this Portal;
- B. logging off from your account and any protected areas of the Portal;
- C. all activities occurring under your accounts, user names, logins, passwords, and security questions and answers including that which may result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures; and
- D. promptly reporting any suspicious or unauthorised conduct concerning your accounts, user names, logins, passwords, or security questions and answers to the Department where you become aware of it.
- E. Course material is intellectual property of DRÄXLMAIER Group and must not be shared with any third party
- F. Use of any information shared with you during collaboration is strictly restricted to the abovementioned purpose. Export and sharing with third parties is prohibited.
- G. When required to select a password, ensure that this password chosen is used only for this access and do not share it with other persons.
- H. Any access tokens required for the login process must be used only by the designated user, handled with due care and not shared with others.
- I. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.
- J. Use DRÄXLMAIER systems and data only for the designated purpose and in the intended way. Do not try to circumvent security settings and measures. Inform your designated DRÄXLMAIER contact immediately if you believe system security is endangered.

- K. **If you believe your password was exposed to unauthorized parties immediately inform you Dräxlmaier contact via:**

contactname@draexlmaier.com.
Boughattas.Mohamed-Bader@Draexlmaier.com

5. IP Rights

- A. All IP Rights comprised in or derived from the Portal, including copyright in Our Material or copyright comprised in the Portal itself or arising due to the provision of services by us via the Portal are owned by us or the relevant third party owners.
- B. All logos, icons, brand names or service names that identify Draexlmaier Group remain its property. All other trade marks or service marks on this Portal are the property of their respective owners. Any unauthorised use of Material appearing on the Portal may violate IP Rights of Draexlmaier Group or third parties.

6. Collection of personal information

The Draexlmaier Group may collect personal information from you:


- to process and assess applications submitted via the Portal;
- to provide services to you;
- to send communications to you;
- to provide information and to seek feedback on matters;
- to answer enquiries, and provide information or advice;
- to conduct our administrative functions;
- to update our records and keep your contact details up to date;
- to process and respond to any complaint made by you;
- to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of another country;
- to conduct enforcement related activities.

The personal information we collect may include names, postal and street addresses, email address, telephone numbers and contact details and information for identification purposes.

Sousse October 30th 2020

Jberi Samar

(Surname and Name of the Student)



(Signature of the student)