v1.1-2016.15.3 Terms of Service

Kiron Terms of Service and Data Policy

Kiron Terms of Service

Preamble

The UN High Commissioner for Refugees identified that refugees and students in crisis regions face particular challenges accessing higher education due to lack of legal documentation, school certificates, payment of international student fees, and available university placements. This reality prohibits people from living up to their potential and produces high integration costs for hosting countries.

Kiron Open Higher Education is a non-governmental non-profit organization (gUG) whose mission is to reduce the barriers refugees face accessing higher education. Kiron's primary goal is to help integrate refugees into the higher education system the fastest way possible.

Article 1: General

These general terms and conditions (hereinafter referred to as "Terms") shall govern the relationship between you and Kiron with regard to the use of Kiron's platform, currently available under Kiron's website https://kiron.ngo (hereinafter referred to as "Platform"), Kiron's apps and/or any other services that Kiron may offer from time to time (collectively hereinafter referred to as "Services").

Article 2: Study Service and Course Program

1. The Kiron Platform was designed to assist refugees in commencing studies in certain subjects prior to being able to complete all formal requirements to officially enrol in public or private universities.

2. Kiron maintains partnerships with various providers of massive open online courses ("MOOCS"). This enables Kiron to offer its users special terms and exclusive offers for the use of and enrolment in these MOOCS.

3. Kiron aggregates MOOCS from various providers to compile comprehensive curricula in various subjects ("Kiron Course Programs"). The Kiron Course Programs may attribute credit points to each MOOC. These are mere estimations of the expected credit points to be recognized by universities.

4. Kiron has entered into memoranda of understanding with various universities and is looking to reach agreement with these universities with regard to enabling Kiron users to enrol into these universities. The primary goal is to reach agreement with these universities on the recognition of credits and qualifications obtained by our users from our partnering MOOC providers.

5. In addition to aggregating relevant course information, offering special terms with MOOC providers and liaising with universities regarding the recognition of courses, Kiron also offers further services to its users from time to time. The Services may include a buddy-programme, mentoring, language school, career service, study hubs, and corporate mentorship. The Services may be offered during the time of preparation for enrolment at universities, during enrolment and (as an alumni network or in other forms) for the time after completing a university degree.

6. Kiron is also actively pursuing partnerships with other service providers that may assist Kiron users in their activities and careers (e.g. mentoring, coaching, development of specific skills). Certain Services may be provided by or in collaboration with such third party service providers.

7. We point out that MOOCS are offered by third parties and that the user will have to enter into additional service agreements with the respective provider of a MOOC. Kiron cannot assume any liability for the performance of such third party MOOC providers. Kiron specifically highlights that any course can be cancelled, interrupted, rescheduled or modified in its content and that this may, amongst others, affect the likelihood of such course being recognized at all or the ECTS value associated to it by any university.

8. Kiron does not itself offer university degrees, nor is Kiron directly involved in the selection or application process used by any university. Kiron's involvement is strictly limited to identifying and/or proposing suitable universities and trying to reach a common understanding and/or assessment with regard to the recognition of credit points obtained by users in MOOCS. Kiron cannot however guarantee or take any responsibility for a university's decision whether or not to admit a Platform user or whether or not to recognize specific courses or a certain number of credit points obtained by a Platform user.

Article 3: Registration Requirements

Users need to create an account on the Platform to use the Platform itself and to benefit from the Services. To complete the registration process submission of the following items shall be required:

1. Confirmation of refugee status:

a. Access to the Platform and to the Services is strictly limited to refugees. For the purposes of these Terms a "refugee" shall be any person who is recognized by any state as a refugee or as applicant for refugee status. Kiron may request evidence to verify the user's refugee status by requesting copies of one or more of the following documents:

i. residence permit (German: "Aufenthaltserlaubnis")

ii. permission to reside (German: "Aufenthaltsgestattung")

iii. a confirmation of temporary suspension of deportation (German: "Duldung")

iv. the recognition of refugee status from any state

v. the recognition of refugee status from the United Nations Human Rights Council (UNHCR)

vi. a document certifying subsidiary protection status

vii. a document that states the start of an asylum application

viii. a certification of a representative of a state-organization or a renowned NGO,

ix. a self-certification of German residence (accepted only for refugees living in a refugee camp and when such certification is countersigned by the camp manager).

b. At least one of the above documents shall be submitted with the user's application. Kiron reserves the right to request additional documents or to suspend or reject a registration application, until further evidence is provided.

2. The user must provide evidence of sufficient English skills. Such evidence may be provided by any of the following documents:

a. by an English test offered by Kiron in cooperation with a one of its partners.

b. other proof of English proficiency can be brought forward by other standards in consultation with Kiron.

3. Trial MOOCS: The user shall successfully complete one or more trial MOOC. This shall serve to demonstrate that the user is suitable for the specific challenges of online studying.

4. Motivation Letter: The user must compose a motivation letter in which he/she shall lay out his/her inner drive, experience, qualifications and motivation. This is a formal requirement only. The contents of the motivation letter will not be part of the evaluation process for the acceptance of an application.

5. A minor must submit the consent of his/her legal representative in text form.

Article 4: Application Process

1. In order to complete the registration process the user must provide Kiron with his/her real name and the information requested in Kiron's application form.

2. Upon completion of the application process, Kiron provides the user with an e-mail address in the format [username]@platforms.kiron-ohe.com. This email address will be a mere forwarding email and will not have a pop3 or imap mailbox. It shall serve providers of MOOCS for the purpose of verifying the user's eligibility to special conditions for Kiron users and to attribute the user's results to the Kiron user account.

Article 5: Participating in MOOCS

1. To be able to benefit from special terms for Kiron users, the user shall use his Kiron email address when registering with MOOC providers.

2. For the purpose of benefiting from the Service and to participate in MOOCS a web-enabled device (preferably a personal computer) with a high speed connection is required.

3. Kiron may from time to time provide users with computer hardware and/or software enabling them to use the Kiron Services or to participate in Kiron Course Programs. However, Kiron shall be not be under an obligation to do so and/or have a responsibility to secure such equipment for all users. It shall be the user's sole responsibility to secure availability of all necessary hardware, software and internet access to participate in MOOCS as and when he wishes to participate in MOOCS and/or to benefit from Services. This also includes the need to maintain a sufficient internet connection and data traffic plans as may be necessary at user's sole cost.

Article 6: Miscellaneous Provisions

1. Kiron reserves the right to change these Terms. Kiron will inform its users prior to making such changes and give you the opportunity to review the revised terms before continuing to use Kiron's Services.

2. A user's continued use of the Kiron Services, following notice of the changes to these Terms of use shall constitute an acceptance of the amended Terms.

3. Each Party may terminate this agreement at any time.

4. If any provision of these terms of use is or becomes invalid, such invalidity shall not affect the validity of the remaining provisions.

5. These terms of service and any claims resulting therefrom shall be governed by the laws of the Federal Republic of Germany excluding the provisions on international private law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

6. Based on Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes the European Commission has established an online dispute resolution platform under the URL http://ec.europa.eu/odr. Consumers can use this platform to address any disputes they might have with Kiron.

KIRON DATA PRIVACY POLICY

Effective on: 15th March 2016

Data Privacy is an important topic for us and we hold the protection of your personal data in very high esteem. We comply with the provisions of the German Federal Data Protection Act and the German Telemedia Act as well as with applicable EU privacy regulations and would like to inform you on the processing of your personal data in connection with the use of the Kiron platform accessible under http://kiron.ngo.

1. Data controller

Personal data of users of the Kiron platform will be collected, processed and used by the

Kiron Open Higher Education gUG (haftungsbeschränkt)

Reichenberger Straße 84

10999 Berlin, Germany

(hereinafter: "Kiron" or We").

2. Categories of data collected, processed and used by Kiron

We collect, process and/or use your personal data only if and where you have consented or such processing or use is permitted by law, e.g. if necessary to carry out our legal obligation resulting from your participation on the Kiron platform.

Kiron may collect, process and use the content and other information users provide when using the services, including the data submitted for signing up for an account, creating or sharing, and messaging or communicating with others on the website. Such information may include:

− First and last name

− Date of birth

− Phone number (optional)

− Address (optional)

− Nationality

− Gender

− Level of education

− Study program

− Refugee status

− Status paper

− E-mail address

− Password

Furthermore Kiron may receive information about the users and their academic activities on and off the service from third-party partners, such as information from a partner-university on the choice of subject, study record, period of study, results of completion.

In addition, the following data may be collected during the use of the Kiron platform:

− Protocol data,

o Browser type/browser version,

o The name of your internet provider,

o The referrer, i.e. the site from which you visit us,

o The name of the requested files and

o The retrieval time.

− Location-orientated data.

Protocol and location-orientated data is solely used to improve our services and are not linked to your personal profile.

In the event that you ordered the Kiron newsletter, the following data will be collected, processed and used by us:

− Name,

− E-mail address.

3. Purpose of the collection, processing and use of personal data

Unless otherwise indicated, Kiron collects, processes or uses the personal data you have provided via the Kiron Platform or in handwritten form for the following purposes:

− for identification purposes and/or to ensure the users status as "refugee",

− to process your registration for the Kiron platform and to create a respective user account,

− to deliver our services, personalize content and to enable you to participate on the Kiron platform,

− to grant access to your profile on the Kiron platform,

− for anonymous, internal, statistic market research purposes in order to help us improving our services,

− to inform you about our products and recent developments and to contact you in case of questions in connection with the Kiron platform,

− for scientific purposes in order to conduct academic surveys and research, such as evaluating key performance indicators, social impact and scientifically analyse the services,

− to inform you on changes with regard to this Data Privacy Policy or our Terms of Services.

4. Disclosure of personal data to third parties

Kiron uses service providers in order to operate and maintain the Kiron platform. The service providers will process the data exclusively in accordance with the instructions of Kiron and have been obliged to comply with the applicable data protection regulations. Kiron and its assigned service providers will take reasonable technical and organizational precautions in order to protect the data of the users.

Other than in the aforementioned cases Kiron will not transmit your personal data to any third parties, unless we are obliged to do so because of legal regulations (e.g. disclosure to courts or law enforcement authorities), you have given us your explicit consent, or the disclosure is permitted by law. A disclosure may for example be permitted when such disclosure is required for us to be able to render our services to the user on the Kiron platform (e.g. transfer of personal data to our MOOC-partners).

5. Cookies

In order to optimize our services, we use cookies on different pages of the Kiron platform. Cookies are small text files that are stored on your device. Some of the cookies will be deleted at the end of your browser session (so-called session cookies). Other cookies may remain on your device and allow us to identify your browser the next time you visit the Kiron platform (so-called persistent cookies).

You can set your browser so that it enables you to decide in each case whether or not to accept or reject all cookies or specific cookies being installed by a webpage. In case of non-acceptance of cookies, the functionality of the Kiron platform may be limited.

6. Google Analytics

We use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics also uses the aforementioned cookies, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States. In case IP-anonymization is activated on this website, your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases will the whole IP address be first transferred to a Google server in the USA and truncated there. The IP-anonymization is activated on this website.

Google will use this information on behalf of Kiron for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage to Kiron.

The IP-address that your browser transmits within the scope of Google Analytics will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the corresponding settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics opt-out browser addon for your current web browser:
http://tools.google.com/dlpage/gaoptout?hl=en

You may also configure your browser in a way that permanently prevents it from transmitting any data to Google servers (e.g. by installing add-ons like NoScript or Ghostery for Firefox).

As an alternative to the browser addon or for browsers on mobile devices, you can click this link[RA SSC1] in order to opt-out from being tracked by Google Analytics on this website in the

future (the opt-out applies only for the browser in which you set it and for webpages under this domain). An opt-out cookie will be stored on your device, which means that you'll have to click this link again, if you delete your cookies.

7. Termination of membership

You may terminate your membership with the Kiron platform at any time. When terminating your membership, all your personal data will be completely anonymized with the exception of the data, for which a statutory permission to retain exists.

8. Right to information

You have the right to be informed about your personal data stored in connection with the Kiron platform free of charge. You can find the relevant contact details to request such information in Section 11 of this Data Privacy Policy.

9. Modification of this data privacy policy

We may modify this Policy from time to time and adjust it according to the underlying data processing. When we make changes to this Policy we will inform users on our website, via app or via e-mail.

10. Questions, suggestions and comments

If you have any queries concerning the processing of your personal data you may send us your query via email to privacy@kiron.ngo or via mail to:

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10999 Berlin, Germany