

# Training Contract

between

**Brand Academy GmbH**

Lilienstraße 5-9

D-20095 Hamburg

Operator of Brand University of Applied Sciences

Hereinafter referred to as "BA"

and

Salutation: \_\_\_\_\_  
Titel (prefix): \_\_\_\_\_  
First names: \_\_\_\_\_  
Last names: \_\_\_\_\_  
Titel (suffix): \_\_\_\_\_  
Street, house number: \_\_\_\_\_  
Postal code, city, country: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Place and country of birth: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_

Hereinafter referred to as "**Participant**".

## 1. Enrollment

Higher Education Certificate:

- CX & UX Design (6 ECTS)

## 2. Contract Subject and Location

This is a training program offered by BA. It is conducted entirely online (e-learning) without in-person sessions and concludes with a Higher Education Certificate, a Certificate of Advanced Studies, or a Diploma of Advanced Studies issued by the Brand University of Applied Sciences.

As this is an online-only program, no specific location can be designated.

## 3. Contract Basis

This Continuing Education Contract includes the rules, statutes and regulations of the Brand University of Applied Sciences.

Additionally, the general terms and conditions of BA, outlined below, apply. Participants acknowledge that the nature, scope, and implementation of the training program and its content and methodological design are subject to academic freedom.

The program concludes with the awarding of a Higher Education Certificate, a Certificate of Advanced Studies, or a Diploma of Advanced Studies.

## 4. Rights and Obligations of Participants

### 4.1. Rights of Participants

#### 4.1.1. General

Participants have the right to a properly conducted training program, particularly the delivery of specified instructional content. Any changes will be communicated as early as possible.

#### 4.1.2. Duration of the Program

The program duration varies based on the corresponding ECTS points:

ECTS points	Standard duration (months)	Maximum duration (months)
33	8	16
24	6	12
9	2	6
6	1	4

Chargeable extensions beyond the maximum duration must be requested in writing at least 14 days before expiration. Requests submitted later will not be granted. Upon approval and for an additional support fee, platform access can be extended. Support fees:

1 month: 199 Euros

3 months: 299 Euros

6 months: 499 Euros

### 4.2. Obligations of participants

#### 4.2.1. General

- a) Participants commit to active and constructive participation in the program, including meeting examination and submission deadlines.

- b) Participants must use the provided technical infrastructure, learning platform, and materials responsibly. Any damage incurred due to misuse is the participant's responsibility.
- c) Participants must adhere to the rules, statutes and regulations and regularly check their registered email accounts for updates from BA.
- d) Participants are obliged to access the email account provided to the BA at regular intervals so that they are kept up to date with incoming mail.
- e) Participants must inform BA of any changes in personal data, including email and mailing addresses. Until an update is received, BA communications sent to the last known address are considered received.
- f) Unless otherwise specified in writing, all statements to BA must be in written form with an original signature or via email.

#### **4.2.2. Training fee**

The entire training fee is due when the training starts (transmission of the access data to the learning platform). If the entire training fee cannot be paid in one go, other financing options are available. These financing options are a concession on the part of the BA, although it should be noted that the entire training fee must be paid, regardless of which financing option is chosen.

If an already active participant (who has taken advantage of a financing option) does not pay the remaining training fee within 14 days of being asked to pay, access to the entire learning platform (which has already been activated) will be blocked until the payment is actually made.

In general, initial access to the learning platform is only granted once the training fee (or at least the first installment) has been paid.

If the training fee has not been paid in full, it is not possible to complete the training course.

#### **4.2.3. Publications or communications from the BA**

- a) Publications from the BA in the relevant areas of the learning platform are irrefutably deemed to have been received and communicated to the participants.
- b) Written communications from the BA to the participant's email address are deemed to have been delivered upon transmission. The transmission of such declarations of intent by email is recognized as usual by both contracting parties, in awareness of the associated risks.

#### **4.2.4. Assignment of rights and remuneration**

The participant has no right to remuneration for services and (intellectual) creations that were provided as part of the training.

#### **4.2.5. Copyright**

The teaching, learning and examination materials provided as part of the further training remain the intellectual property of the BA and are exclusively for the personal use of the persons who received them in the course of the further training. Unless other regulations can be inferred from the respective content of these documents, any use beyond the free use of the work (e.g. copying or other reproductions for personal use, quoting individual passages of a published language work, etc.) and thus any use of documents that contradicts the provisions of the Copyright Act is not permitted without the express written consent of the BA.

The participant is obliged to observe the existing copyrights on the learning materials, content and media. Reproduction of the learning material is prohibited in any case. The free transfer to third parties or the sale to third parties is also prohibited.

The participant may only use the BA learning platform for learning purposes. The transfer of usage rights and any content of the learning platform and the connected subsystems (online libraries, etc.) to third

parties is not permitted. When using the learning platform, the participant may not violate laws and regulations, common decency or the rights of third parties (copyright, data protection, etc.).

#### **4.3. Completion of the further training**

After successfully completing all of the necessary performance certificates for the further training, the participant will be awarded the corresponding Higher Education Certificate, Certificate of Advanced Studies, or Diploma of Advanced Studies by the Brand University of Applied Sciences.

Please note that this award can only take place once the entire further training fee has been paid.

### **5. Rights and obligations of the BA**

#### **5.1. Rights of the BA**

##### **5.1.1. Use of personal data**

- a) The BA is entitled to use (transmit, process) the personal data (in particular name, title, date and place of birth, address, telephone number, email address, application documents, further training-specific data) of the participants, insofar as the purpose and content of the data use is covered by law, regulation, decision or otherwise by rights and obligations arising from or in connection with this contract, or insofar as it is otherwise necessary for the further training operation.
- b) The BA is entitled to send emails and telephone calls to the participants, whereby these communication steps can include both advertising material and purely informational material. The participants can revoke their consent to this in writing by letter or email to the recipient at any time.
- c) Participants agree that the BA and its affiliated companies may send them information relating to further training or to the affiliated companies, e.g. newsletters and the like, by post or electronically – including information relating to alumni programs.
- d) The BA is authorized to process participants' personal data using automated means.

##### **5.1.2. Use of photos and videos**

The BA is entitled to use photos and videos taken by participants during the training for marketing purposes.

##### **5.1.3. Exclusion from the training by the BA**

The BA reserves the right to exclude participants due to serious disciplinary offenses (e.g. attempted fraud in exams) or gross misconduct (e.g. submission of plagiarism, late payment). In this case, the right to participate in and complete the training and the right to reimbursement of the training fee or parts thereof expire.

In the event of a final failure of a required examination, the contract ends automatically.

#### **5.2. Obligations of the BA**

The BA undertakes to provide the necessary conditions so that the training can be successfully completed within the stated maximum period.

### **6. Termination of the contract**

#### **6.1. Termination by BA**

See point 5.1.3.

#### **6.2. Withdrawal by the participant**

When the training begins (transmission of access data to the learning platform), the participant has the right to withdraw from the training contract within 14 days without giving reasons by submitting a written

declaration to the BA. If the contract is not withdrawn within the scope of the right of withdrawal to which the participant is entitled, the minimum term of the contract corresponds to the above-mentioned maximum duration of the respective training course.

**7. Miscellaneous**

- a) Should individual provisions of this contract be or become invalid in whole or in part, this will not affect the validity of the remaining provisions of the contract. The invalid provision will be replaced by a provision that corresponds to the original intended purpose or, if that is not possible, comes as close as possible to it.
- b) Changes or additions to the training contract must be made in writing and with the consent of both contracting parties. Unilateral changes or additions to the contract are not permitted. Verbal agreements will not be made.
- c) The place of jurisdiction for disputes arising from the training contract is the court responsible for the participant's place of residence.

.....  
Date

.....  
Participant

.....  
BA

## **Appendix: General terms and conditions**

### **1. Course structure**

#### **1.1. Implementation of the further training**

The course structure is based on the applicable rules, statutes and regulations .

#### **1.2. Training fees**

The training fees include:

- All content and learning materials provided for the further training,
- Technical, organizational and technical support,
- Access to the learning platform including digital scripts, podcasts, learning videos, online lectures, learning control questions, interactive content, forums, audio books, etc.,
- All exams,
- Digital tools, databases and access to the university's (online) library,
- Issuance of proof of performance and success.

The following are explicitly not included in the training fees:

- Costs for telephone, internet, postage and data transfer
- Additional work equipment such as calculators, laptops, legal texts, etc.

#### **1.3. Examinations**

There are accompanying examinations. These may require attendance at a BA examination center. The participant grants the BA the right to have submitted written examination papers checked by plagiarism software.

#### **1.4. Changes to the further training**

If the proper implementation of the further training becomes impossible or unreasonable for the university for unforeseeable reasons for which the university is not responsible, the university is entitled to carry out the further training in an appropriate alternative manner, provided that this is reasonable for the participant and does not lead to an extension of the duration or a detrimental change to the desired further training. In this case, participants are not entitled to terminate the training contract for good cause or to reduce the training fees or to claim damages.

### **2. Media**

#### **2.1. Computer, operating system, internet**

Access to a computer with a current operating system and an internet connection is essential for completing the training.

#### **2.2. Learning platform**

The BA's learning platform is an internet-based platform for information, communication and knowledge transfer. The learning platform is an integral part of the BA's training concept. If additional software is required to use the services in addition to the standard internet browsers, this will be provided by the university.

#### **2.3. Data protection notice**

The participant is hereby informed that access to data provided within the system as well as the access of individual participants to the system itself is automatically logged and viewed by members of the university. Usage data and personal data are processed in accordance with the GDPR and further processed to the

extent that the university can fulfill its academic and organizational obligations (including issuing certificates of performance and success, reporting selected data to statistical offices, etc.).

The participant can find information on data processing in the information on data protection sent as an appendix.

#### **2.4. Declaration of consent**

By signing the contract, the participant gives his/her consent to the terms of use and also to the use and storage of his/her data to the extent shown. The participant has the right to revoke the consent given in writing at any time. A revocation leads to the immediate and irretrievable deletion of all personal data and automatically entails the termination of the training contract in compliance with the contractually agreed deadlines.

### **3. Legal provisions**

#### **3.1. Right of withdrawal**

The participant has a right of withdrawal within 14 days. The withdrawal must be made in writing. It is not necessary to state reasons. The intention of the withdrawal must be clearly stated.

#### **3.2. Contract term**

The contract term can be found in the respective further training contract. The contract will be terminated early if a required examination is ultimately failed. Under certain circumstances, the further training contract also provides for an extension against payment of an additional support fee. Further details can be found in the further training contract.

#### **3.3. Changes to personal data**

Changes to address, name and account must be communicated to the BA immediately in writing.

#### **3.4. Validity of these general terms and conditions**

These provisions apply to participants who have registered from February 1, 2025.

## **Appendix: Information on data protection**

Brand Academy GmbH (Lilienstraße 5-9, D-20095 Hamburg; operator of the Brand University of Applied Sciences) would like to inform you about the type, scope and purpose of the collection, processing and use of the personal data collected.

### **1. Name and contact details of the person responsible**

Brand Academy GmbH  
Lilienstraße 5-9  
D-20095 Hamburg  
[maren.bolbruegge@brand-university.de](mailto:maren.bolbruegge@brand-university.de)

### **2. Name and contact details of the data protection officer**

Christina Hold, BSc MSc  
Lilienstraße 5-9  
D-20095 Hamburg  
[datenschutz@brand-university.de](mailto:datenschutz@brand-university.de)

### **3. Data processing for the creation of the contract**

Brand Academy GmbH collects the following data in the course of creating the contract: salutation, title introduced, first name, last name, title added after, address (street, house number, postcode, city, country), citizenship, date of birth, place and country of birth, telephone number, email address, health insurance, program, duration, fee, method of payment, desired payment method, signature.

This data is collected for pre-contractual services (checking admission requirements, initial check) and for the creation and fulfillment of the contract (Art. 6 Para. 1 lit. b GDPR).

### **4. Recipients of the data**

The Brand Academy GmbH works with certain external service providers to process your data. We guarantee that the transmission of data takes place in compliance with the applicable data protection regulations.

Your personal data will be transmitted to the following processors for the purpose of processing your application:

- HubSpot Germany GmbH  
Am Postbahnhof 17  
10243, Berlin  
Germany

If you have any questions about the data protection policy or data protection practices, you can contact HubSpot using the following data protection form: <https://preferences.hubspot.com/privacy>

HubSpot is an integrated marketing, sales and service platform. The BA uses HubSpot as a customer relationship management system to automate marketing and sales processes, manage and improve customer relationships.

- eLeDia GmbH  
e-Learning im Dialog  
Wilhelmsaue 37  
10713 Berlin  
Germany



More information about data processing can be found at: <https://eledia.de/page/imprint>

- Simovative GmbH  
Landsberger Straße 110  
80339 Munich  
Germany

More information about data processing can be found at: <https://www.simovative.com/datenschutz>

- Paul Sandwijk ([paul@sandwijk.org](mailto:paul@sandwijk.org))  
Paul Sandwijk maintains Filemaker, a software solution from Brand Academy GmbH that supports various business processes, including CRM (Customer Relationship Management), e-commerce, accounting and inventory management.

When conducting distance learning, your personal data will also be transmitted to the following processors:

- ELC E-Learning-Consulting GmbH  
Guglgasse 12, Gasometer C, 3rd floor  
1110 Vienna  
Austria

You can find more information on data processing at: <https://fernstudium.study/datenschutz/>

The learning platform (moodle) is made available to customers, teachers (trainers), students and employees for the distance learning process. The platform is operated and maintained by ELC E-Learning-Consulting GmbH.

- Proctorio GmbH  
Lindleystr. 8 a  
60314 Frankfurt  
Germany

You can find more information on data processing at: <https://proctorio.com/de-de/privacy>

Proctorio enables the monitoring of online exams through the use of cameras, microphones and screen recordings. Please note that personal data such as your ID card, photo and video are recorded and processed during the exam. The processing of this data is solely for the purpose of exam monitoring in order to ensure the integrity of the exams.

- PlagScan GmbH (Turnitin plagiarism detection)  
Subbelrather Straße 15  
50823 Cologne  
Germany

You can find more information about data processing at: <https://www.turnitin.de/privacy-policy-website>

The Turnitin software is used to detect plagiarism. When you submit written work or assignments, these are stored in the Turnitin database and compared with other sources to determine similarities. Please note that your uploaded documents may be processed and compared with other texts. Your personal data such as name and user ID are also recorded. Turnitin is used to promote academic integrity and ensure the quality of the work submitted.

The online streaming tool StreamYard is used to record and play back the (public) live lectures.

- StreamYard, Inc  
169 Madison Ave, Ste 11218  
New York, NY 10016

You can find more information in the [terms of use](#) and [privacy policy](#) of the host Streamyard.

When you register and participate in a (public) live lecture, your first name, last name and email address are saved for the purpose of archiving the (public) live lecture.

## **5. Data processing on the learning platform**

The learning platform (moodle) is made available to customers, teachers (trainers), students and employees of ELC E-Learning Consulting GmbH.

### Data collected before logging into the learning platform

When you access the learning platform via a web browser, data is transferred to us or recorded by us. This access data is saved in so-called server logs and automatically transmitted to us by your browser. This is necessary to ensure the proper operation of the learning platform, to uncover weak points, to detect and remedy resource shortages in a timely manner and to identify misuse of server resources in a timely manner. The access data processed includes:

- Name of the website accessed
- Browser type and version used
- Operating system used by visitors
- Previously visited page by visitors (referrer URL)
- Time of the server request
- Amount of data transferred
- Host name of the accessing computer or IP address used

We base the processing of this data on our legitimate interest in ensuring proper operation (Art. 6 Para. 1 lit. f GDPR). This data is generally not passed on to third parties, except in the event of a suspected attack or illegal access. In such cases, the log data can be forwarded to technical experts and security authorities to clarify and prosecute criminal offenses.

### Data collected during or after login

To create a personalized account for the learning platform, your first name, last name and email address are required. Your account is created to fulfill the contract (Art. 6 Para. 1b GDPR).

You can add further data to your profile at your request, including personal description, profile photo (user picture), picture description for the user picture, other names (first name, last name, middle name, pseudonym), personal interests, institution, department, telephone number, smartphone number, address, city. This processing is based on your voluntary consent (Art. 6 Para. 1 lit. a GDPR).

When managing and maintaining the learning platform, the following data is also processed: selected language, role of the customer, first or last access to the learning platform, information on ratings (ratings/rating overview), active browser sessions including IP address, course, status in the course, time zone, login, activity on the learning platform, time of the server request, amount of data transferred, MoodleNet profile ID, login name, log data, submission of tasks/ratings, trainer feedback, communication via the tools included in the learning platform, photo ID for identification before exams, image and audio recordings during exams. This processing serves to fulfill the pre-contractual legal relationship (Art. 6 Para. 1 lit. b GDPR) or serves our legitimate interest in the efficient use and security of the platform (Art. 6 Para. 1 lit. f GDPR).

#### Moodle Learning Analytics

Learning Analytics is used on the Moodle learning platform to collect information about the use and learning success of students. Data about interactions with the platform, such as pages visited, answers given or learning progress, is recorded and analyzed. This information is used to offer personalized learning recommendations and support and to improve the quality of the teaching offer. All data collected as part of Learning Analytics is subject to strict data protection regulations and is treated confidentially. We base the processing of this data on our legitimate interest in improving the teaching offer and personalized learning support (Art. 6 Para. 1 lit. f GDPR).

#### Course evaluations

The survey tool from Survey Monkey Europe UC (Ella House, Suite 40.4, 40 Merrion Square East, Dublin 2, D01 NP 96, Ireland) is used to evaluate courses. As part of the evaluation, data such as study focus, satisfaction, perception of the course, contact with the university, relevance of the course for employers, price-performance ratio as well as gender, age, employment situation, annual gross income and nationality are collected. The purpose of the survey is statistical evaluations by the university, whereby the research results are only published in anonymized form.

Participation in course evaluations is voluntary. The legal basis for data processing is your consent in accordance with Art. 6 Para. 1 lit. a GDPR in conjunction with Art. 49 Para. 1 lit. a GDPR.

#### Cookies on Moodle

Cookies are set when you visit the Moodle page. Cookies are small text files that are stored in your browser. There are two types of cookies used on the learning platform:

- MoodleSession (session cookie): This cookie must be allowed so that you remain logged in to Moodle from page to page. When you log out or close the web browser, the cookie is automatically deleted (in the browser and on the server).
- MoodleID (persistent cookie): This cookie is for convenience and stores your login name in the web browser and remains even after you log out. The next time you visit the website, your login name will already be entered for login. You can prohibit this cookie, but then you will have to re-enter your login name each time.

Many web browsers can be configured so that cookies are automatically deleted when the program is closed. You can view, monitor or block the cookies set in your browser. However, a general ban on cookies for our learning platform is not possible, as a session cookie is set when you log in successfully. This cookie must be allowed so that your login is retained when you move from page to page. The session cookie is automatically deleted when you log out or close the browser. We base the processing of this data on our legitimate interest in ensuring the functionality and security of the learning platform (Art. 6 Para. 1 lit. f GDPR).

### YouTube

In individual courses, the provider YouTube is used to embed videos. YouTube is a video platform on which users can upload, watch, share, like and comment on videos. If you consent to this service, you can view content from this platform on Moodle. The YouTube server is informed that you have visited the learning platform and the following information is transmitted: IP address, cookie ID, the specific learning platform address, the page accessed, language settings of the browser, system date and time of access and the identifier of your Internet browser. YouTube stores the data collected for 13 months.

The data is transmitted regardless of whether you are registered and logged in with Google. However, Google is able to assign the data directly to your account if you are logged in. If you want to prevent this assignment, you must log out of your account beforehand.

The processing company is Google Ireland Limited (Google Building Gordon House, 4 Barrow Street, Dublin D04 E5W5, Ireland). The primary location of data processing is in the European Union, although the data collected may also be transferred to other countries outside the European Union and the European Economic Area that do not offer an adequate level of data protection. Since the data can also be transferred to the USA, there is a risk that your data may be processed by US authorities for control and monitoring purposes without you having any legal recourse. The legal basis for data processing is your consent in accordance with Art. 6 Para. 1 lit. a GDPR in conjunction with Art. 49 Para. 1 lit. a GDPR.

Further information on how user data is handled can be found in YouTube's [privacy policy](#).

### Proctorio

The Proctorio software from Proctorio GmbH (Lindleystr. 8 a, 60314 Frankfurt, Germany) enables the monitoring of online exams through the use of camera, microphone and screen recordings. Please note that personal data such as your ID card and during the exam your image and video with audio are recorded and processed. The processing of this data is solely for the purpose of exam monitoring in order to ensure the integrity of the online entrance exams.

The following data is recorded by Proctorio before and during the exam: static image recording in the pre-check, the ID card for identity verification, the webcam used, your location, your clipboard, the position of the mouse pointer, the size of your browser window, your browser tabs and windows, the entire screen, the programs currently running (in the background) on the device, the number of connected screens, video and audio recordings (including head movements, eye movements, mouth movements), the test results. This processing serves to fulfill the pre-contractual legal relationship for conducting the examination (Art. 6 Para. 1 lit. b GDPR) and to fulfill legal obligations for the proper conduct of the examinations (Art. 6 Para. 1 lit. c GDPR in conjunction with paragraphs 59-60 in conjunction with paragraph 111 HmbHG).

### Turnitin

The Turnitin software from PlagScan GmbH (Subbelrather Straße 15, 50823 Cologne, Germany) is used to detect plagiarism. When you submit written work or assignments, they are stored in the Turnitin database and compared with other sources to determine similarities. Please note that your uploaded documents may be processed and compared with other texts. Your personal data such as name and user ID will also be recorded. Turnitin is used to promote academic integrity and ensure the quality of the work submitted. We base the processing of this data on our legitimate interest in ensuring the academic integrity and quality of the submitted work (Art. 6 Para. 1 lit. f GDPR) and the fulfillment of the contract (Art. 6 Para. 1 lit. b).

### Microsoft Teams

Microsoft Teams from Microsoft Corporation is used to handle oral examinations and personal inquiries. Your email address is required in order to create an appointment. The processing company is Microsoft Corporation (One Microsoft Way, Redmond, WA 98052-6399, USA). The legal basis for data processing is your consent in accordance with Art. 6 Para. 1 lit. a GDPR in conjunction with Art. 49 Para. 1 lit. a GDPR.

## **6. Duration of storage of personal data**

After collection, your data will be stored for as long as is necessary to fulfill the purposes stated above.

## **7. Transfer of personal data to a third country**

Your transmitted personal data may be transferred to our processors and subcontractors outside the European Union and the European Economic Area (EEA) (in particular to the USA) for the purposes of processing mentioned above.

The basis for ensuring the appropriate level of protection for the transfer of personal data to the USA is the European Commission's adequacy decision pursuant to Art. 45 GDPR. The subcontractors are either a company certified under the EU-US Data Privacy Framework and/or standard contractual clauses (SCC) have been agreed with them.

## **8. Rights of the data subjects**

According to the General Data Protection Regulation (GDPR), you have the following rights:

- Right to information (Art. 15 GDPR)
- Right to rectification (Art. 16 GDPR)
- Right to erasure (Art. 17 GDPR, "right to be forgotten")
- Right to restriction of processing (Art. 18 GDPR)
- Right to data portability (Art. 20 GDPR)
- Right to object (Art. 21 GDPR)
- Right to withdraw consent ([datenschutz@brand-university.de](mailto:datenschutz@brand-university.de)), whereby the legality of data processing carried out on the basis of the consent until the withdrawal is not affected (Art. 7 Para. 3 GDPR). Please note that you have no right of withdrawal with regard to online examination supervision, identity checks and plagiarism checks, as this processing is not based on consent.
- Right to lodge a complaint with the responsible data protection supervisory authority if your data is processed unlawfully (Art. 77 GDPR).