

# Terms of Use

## Moodle Learning Platform “CD Skills “

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The following Terms of Use apply to all users of the learning platform of the Child and Family Health Academy (**“ChiFHA”**) operated by Child Health Service gGmbH (**“Operator”**), hereinafter referred to as **learning platform**. They apply to all registered users of the learning platform as well as to users with visitor/guest access (**“users”**).

### § 1 Purpose – What is »CD Skills« and what can it be used for?

CD Skills is a free e-learning cooperation between LMU Munich, the Dr von Haunerschen Children's Hospital at the LMU Munich Hospital and Child Health Service gGmbH. LMU Munich Hospital has outsourced the operation of the learning platform, —including content updates, collaboration with supporters, and participant support—to Child Health Service gGmbH. This entity is a wholly owned subsidiary of the independent, non-profit Child Health Foundation, which is also affiliated with LMU University Hospital.

The aim of ChiFHA is to provide e-learning modules on early nutrition and lifestyle topics, based on the latest scientific evidence (**“modules”**).

The Modules are aimed at healthcare professionals in the field of early childhood nutrition worldwide, who are committed to improving healthcare while advancing their own careers.

The modules are specifically designed for paediatricians, gynaecologists, general practitioners and midwives or nurses who are in close contact with pregnant and breastfeeding women, their infants and young families, and who are interested in continuing medical education. The modules are created by leading experts in this field and are peer-reviewed.

All modules are divided into learning units to maximise time flexibility. Additional reading materials and references ensure that in-depth interests can be catered for if required.

After successfully passing the final test, users receive a certificate.

**Note:** The certificates issued by the Early Nutrition eAcademy are not academic degrees and do not entitle the holder to claim ECTS credits or any form of academic qualification.

### § 2 Registration and deletion of user accounts

Use of the learning platform is restricted for registered users.

Registration is permitted from the age of 16. If you are under 16 years and the use of the learning platform is mandatory for you, please contact the operator.

We reserve the right to delete inactive user accounts, including related activities and data if they have been inactive for at least two years.

### § 3 Rights of use

The operator holds the exclusive, transferable and sub-licensable, and unlimited rights of use to all content offered on the learning platform.

The operator grants the user a non-exclusive, non-transferable, non-sublicensable right of use, spatially unrestricted but limited in time to the period of authorized participation on the platform.

Use is permitted solely for the educational purposes specified in § 1. Any other use of the learning platform—especially private or commercial use or for marketing purposes—is expressly prohibited. The user may only use the allocated storage space provided to store the content created.

Any form of reproduction, processing, distribution, storage, or other use of content beyond what is permitted under copyright law requires the prior written permission from the respective rights holder. Unauthorised copying/saving of the information provided on this website is not permitted and is punishable by law.

All brand names, logos, trademarks and product names displayed on the website are protected by the rights of the operator. The user may not use them without permission. The display of such marks does not imply any transfer of usage rights to the user.

#### **§ 4 General User Obligations**

Users must keep their login credentials and passwords confidential and protect them from misuse by third parties. In event of loss of access data or password or suspicion of misuse, users must notify us immediately.

Users are also required to comply with all applicable laws, including copyright and data protection law.

Modules on the platform may contain links to external websites. By linking, we do not adopt the content of external websites as our own. Users must ensure that linked content do not contain any illegal content. We assume no responsibility and/or liability for the legality of third-party websites.

The user is prohibited from posting content on the learning platform that violates legal regulations, or that is pornographic, obscene, defamatory, libelous, offensive, threatening, inciting hatred, or racist. Posting advertising of any kind, or content containing viruses, errors, manipulations, or other harmful elements, is also forbidden — as is content that could damage the reputation of LMU Munich or its University Hospital.

#### **§ 5 Special obligations regarding personal data**

Users must treat all personal data they access as strictly confidential and may not share or process such data without authorization. The only exception is prior written consent from the person concerned. All users of the learning platform are prohibited from unlawfully processing personal data, especially storing, modifying, suppressing or deleting such data.

Special categories of personal data (e.g. patient data/health data) may only be posted on the learning platform in accordance with GDPR requirements. As a rule, such data must be anonymised. By way of exception, users may post special categories of personal data without anonymization only if they have previously obtained the written consent of the data subject in accordance with the legal requirements. This written consent must also authorize data transfer to and processing by the operator for the purposes specified in § 1 and must be forwarded to the operator for documentation purposes.

#### **§ 6 User liability**

If the user violates the Terms of Use, the user will be asked to cease such behaviour. If the user fail to comply with this request, the operator of the learning platform will exclude the user from further use. There is no entitlement to reinstatement. The operator may allow reinstatement if the user provides a written assurance to refrain from the abusive behaviour in the future.

If the user (culpably) violates the Terms of Use or statutory provisions, he/she shall be liable according to applicable law.

## **§ 7 Operator liability**

The operator of the learning platform is liable only for grossly negligent or intentional breaches of duty and injuries to life, body or health resulting that are based on a negligent or intentional breach of duty by Child Health Service gGmbH or a legal representative or vicarious agent of Child Health Service gGmbH.

This also applies especially to damage resulting from users downloading software or materials. The user agrees to indemnify the operator from any third-party claims resulting from copyright violations on the learning platform by the user.

## **§ 8 Final provisions**

### **§ 8.1 Amendments to the Terms of Use**

The operator reserves the right to amend or expand these terms of use. The operator continuously informs users about changes to the terms of use of the learning platform. The currently valid terms of use are published on the learning platform."

### **§ 8.2 Conflict with other language versions**

In the event of discrepancies or contradictions between the German language version and other language versions of these Terms of Use, the German language version shall prevail.

### **§ 8.3 Legal Validity**

If parts or individual formulations of these Terms of Use is not, no longer or is not fully legally valid, the content and validity of the remaining parts of the Terms of Use shall remain unaffected by this.

### **§ 8.4 Governing law**

These Terms of Use are governed exclusively by the laws of the Federal Republic of Germany. Mandatory consumer protection provisions of the user's country of habitual residence shall remain unaffected.

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