

## **Terms of Service for the internal Perycles consortium instance of LiquidFeedback**

### **Applicability, purpose**

These Terms of Service (TOS) apply to the use of the software "LiquidFeedback", which is made available via the Internet for online use via a web browser for an organization and its authorized persons for test purposes. Service provider of this internet platform is Rijksuniversiteit Groningen.

### **Login, access data**

Each authorized person receives the URL via which the platform can be accessed via the Internet as well as personal access data for logging into their respective user profile. Access data may not be passed on without authorisation.

### **LiquidFeedback**

The authorized persons can use LiquidFeedback independently after registration and receipt of access data. After the respective authorized person has registered and entered the relevant data, the functions of the software are executed in the LiquidFeedback system database in accordance with the respective input and stored on the service provider's server for the period specified in the privacy statement and made available to other authorized persons in accordance with the LiquidFeedback display features displayed within the test instance during the test period.

### **Prohibited Use and Content**

The use of the internal Perycles consortium instance is only permitted within the framework of the applicable Dutch laws. In particular, it is not permitted to post content for which the respective authorized person is not the owner of the rights or which is confidential or secret and therefore may not be made accessible to third parties (e.g. professional or company secrets). It is also prohibited to post content that is likely to discriminate against, degrade or threaten others with regard to their gender, gender identity, sexuality, origin, ethnic group or religion. The service provider will delete such content after knowledge and, if necessary, exclude the respective authorized person responsible for the legal or contractual violation from further use of the platform. Apart from that, it is not permitted to save any content - with the exception of the temporary caches (buffer memory) that are required for using LiquidFeedback and are automatically created by the web browser. Any content may not be passed on to others without authorization or made accessible in any other way (e.g. through screenshots, screen transmission, forwarding of access data, etc.).

### **Grant of rights**

Each authorized person grants the service provider all rights to the content posted for the purpose of data processing with LiquidFeedback on an Internet server. This granting of rights is irrevocable for the entire test period. Each authorized person will only post content of which they themselves are the author or for which they are otherwise the owner of the corresponding rights of use. It releases the service provider from any claims by third parties and is liable for all damages and consequences of damage that arise from unlawful granting of rights for the use or distribution of the content and are asserted against the service provider.

### **Data protection**

The provisions of the privacy statement are decisive for the protection of the personal data collected and processed on the test instance.

**Applicable law**

Dutch law applies exclusively to these Terms of Service, including their interpretation.