To use TalTech Moodle, you must agree to the Terms of Use.

Additional information: moodle@taltech.ee

# **Terms of Use of TalTech Moodle**

### 1. Definitions

- 1.1 TalTech Moodle an open source e-learning web application at <a href="https://moodle.taltech.ee/">https://moodle.taltech.ee/</a>, (hereinafter "Moodle" or "Service").
- 1.2 Manager Tallinn University of Technology (hereinafter "TalTech"), who provides the opportunity to use and conduct educational activities in the Moodle learning environment.
- 1.3 Administrative Service Provider Information Technology Foundation for Education (hereinafter "HITSA"), who provides the administrative service in compliance with the cooperation agreement signed with TalTech.
- 1.4 User any natural person who has created a user account (hereinafter Account) in the Moodle environment.
- 1.5 Unit a TalTech structural unit who uses the Moodle environment.

#### 2. General

- 2.1 TalTech Moodle is TalTech's official online environment for conducting educational activities.
- 2.2 The Users and Units can use Moodle only when accepting all the Terms of Use (hereinafter "Terms"). If the Terms are not accepted, the Account is not created for the User and the User is not allowed to use the Service.
- 2.3 .Use of Moodle primarily means creation of an Account by the User in Moodle and use of the Moodle options for participating in or for conducting educational activities.
- 2.4 .Use of the Service is possible only via the personal and identifiable Account or as a guest. To use the Service, it is possible to authenticate the User with the user name and password, ID card, Mobile ID and TAAT (or other added) authentication solution.
- 2.5 4.Creation of the Service Account is free for the User. Applications for applying personal identification code exception in case of Users who do not have a personal identification code shall be approved by TalTech. The user is obliged to add the personal identification code to the data on the Moodle account as soon as possible upon receipt thereof.

### 3. How to create and delete a Moodle account

- 3.1 To create a Moodle Account, the person must be at least 13 years old or have the consent of a legal representative for creating the User account.
- 3.2 To create an Account, it is necessary to enter to Moodle your first and last name, e-mail address and personal password that contains at least 6 symbols with one lowercase letter and one number.
- 3.3 When the Account is created, an automatic confirmation letter will be sent to the entered email address for confirming the account and logging into Moodle.
- 3.4 4.Upon the first logon, the User must add his or her personal identification code to the Account that allows reliable identification of the User and further logons via the ID card/Mobile ID.
- 3.5 In the absence of the Estonian personal identification code, it is possible to apply for enabling the personal identification code exception by filling in the relevant cell in the personal data form in

Moodle. The user support will review the application for personal identification code exception and accept or reject it not later than within 3 working days.

- 3.6 Accounts that do not have a personal identification code or for which the personal identification code exception has not been applied will be deleted within 1 week from sending the automatic confirmation letter to the User's e-mail address.
- 3.7 TalTech deletes the data related to the Account when 5 years have elapsed from the date of exmatriculation or from the last time the User logged into the system. Retention of data related to the Account enables the User to use his or her previous study related data when interrupting and continuing studies.
- 3.8 Upon exmatriculation or termination of studies the User has the right to request deletion of the data related to the Account by submitting the corresponding application to the e-mail address <a href="moodle@taltech.ee">moodle@taltech.ee</a>. The data related to the Account in Moodle will be deleted at the latest within 2 weeks from the receipt of the corresponding application. It is not possible to use the Service any more after deleting the Account.

### 4. User's rights, obligations and liability

- 4.1 .The User can participate in the studies conducted in Moodle or conduct studies in Moodle only when TalTech has created a relevant link with the User (added the role), or as a guest in public e-courses if such permission is granted by the creator of the course.
- 4.2 When an Account is created, a private folder appears for the User in Moodle where the User can save files. The User can change and delete the added files at any time.
- 4.3 The User is responsible for the accuracy of the personal data and supplementary personal data added to the Account and interfacing Moodle with external services and involved data exchange.
- 4.4 Upon the use of the Account, the User shall take every effort to prevent any third party access to the Account.
- 4.5 In the event of a possible risk, the User has to take measures to avoid any third party access to the Account (e.g. changing the password, stopping the ID card or Mobile ID, etc.). The user support of the Service must also be informed of the risk by e-mail: moodle@taltech.ee.
- 4.6 Any activities that may prevent TalTech from providing the Service or are contradicting the legislation are forbidden upon creating the Account and using the Service. When forbidden activities are detected, TalTech has the right to restrict the User's access to the Service.
- 4.7 Forbidden activities include, but are not limited to overloading the Service with queries, adding insecure/illegal content to the system, impersonating another person, violation of copyright, attempting to access the Accounts of other Users in any way, intentional bypassing of restrictions related to access to the Service or its attempt, or other contemptible behaviour or contributing to such behaviour by the User.
- 4.8 The User can interface his or her Account with services outside Moodle (e.g. Google Drive). TalTech will not control interfacing of a User Account with external services. TalTech can only see the fact of interfacing with the external service.
- 4.9 By signing up as a User, the User agrees to receive Service-related messages.

## 5. TalTech's rights, obligations and liability

5.1 TalTech has the right to make unilateral amendments in the Terms by notifying the Users about it on TalTech's Moodle webpage and/or via e-mail addresses indicated in Moodle.

- 5.2 .TalTech provides the Units an opportunity to use the learning environment and the Users an opportunity to create an Account in the Moodle learning environment in order to participate in the educational activities conducted by TalTech in Moodle. The Service is provided 24/7, except during maintenance times notified by HITSA.
- 5.3 Please find the user manual of Moodle at https://issuu.com/e-ope.ee/docs/moodlea5\_final and Moodle ABC for students at https://sway.office.com/dxEzd2nZkKizbNnn?ref=Link.
- 5.4 The Service is provided only via a secure connection (https).
- 5.5 Moodle is hosted in the servers managed by HITSA and located on the territory of Estonia.
- 5.6 Moodle, server and database software is kept current with up-to-date security updates.
- 5.7 Maintenance windows are used for performing maintenance. For more information see moodle.taltech.ee. The use of the Service is suppressed or limited during maintenance.
- 5.8 The backup principles of Moodle can be found at https://projektid.hitsa.ee/display/MOODLE/SLA.
- 5.9 TalTech provides the use-related support for the Users and Units. Support is provided via e-mail: moodle@taltech.ee.
- 5.10 The Units and Users are responsible for data entered and materials uploaded to Moodle.
- 5.11 TalTech is not responsible for the failures of the Service caused by circumstances beyond TalTech's control.

### 6. Protection of personal data

- 6.1 TalTech, as the controller, processes personal data only to the extent necessary for allowing the Users to create an Account, conducting educational activities and using learning analytics. HITSA is the processor in accordance with the cooperation agreement. HITSA shall process personal data in compliance with the confidentiality agreement.
- 6.2 For better and more effective provision of the Service, the Service will use cookies saved to the web browser that contain: the User's IP-address, geographical location, browser type and version, operation system, reference source, length of page visit, page views and web site navigation paths, also information about the timing, frequency and model of use of the Service. The cookies generally do not contain data based on which the User's identity could be identified but the personal data saved by the User may be associated with the cookies and through these, the activity of the User in the web browser could be associated with the User's identity.
- 6.3 TalTech is responsible for compliance of processing personal data processed by TalTech or by the Users in the Moodle environment (including data exchange involved in external services interfaced with the Service) with legislation by being the controller of these personal data.
- 6.4 .In respect of user data, HITSA is the processor who provides TalTech the database hosting and administration service in Moodle.
- 6.5 In issues related to processing of personal data related to the educational activities, or for the exercise of legal rights the User can contact TalTech by e-mail: henri.schasmin@taltech.ee, or by phone: 620 2017.
- 6.6 The User is able to see all his or her Account related personal data contained in Moodle at any moment. The User is required to keep his or her personal data up-to-date in Moodle.
- 6.7 To enhance the quality of the Service, TalTech may process all personal data within the Service for providing the user support of the Service and analysing the Service.

6.8 In case of possible data leaks, TalTech will, within 72 hours, inform thereof all Users on the homepage of the Service: moodle.taltech.ee and all Users whom the data leak concerned or might have concerned via e-mail addresses entered in Moodle. In addition, TalTech will inform the Information System Authority and the Data Protection Inspectorate via the appropriate incident report form. TalTech will immediately take all measures to prevent the use of leaked data against the Users of the Service.

For further information on data protection and processing of personal data please contact: henri.schasmin@taltech.ee

Location and contact details of Tallinn University of Technology:

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