



TERMS AND CONDITIONS OF USE OF LNDS E-LEARNING PLATFORM

Version of 1st of July 2024

1. Platform Operator

The Luxembourg National Data Service e-learning platform ("Platform") is powered by Open edX® platform¹, an open-source software licensed under the GNU Affero General Public License (AGPL), Version 3. It is operated by PNED G.I.E, located at 6, avenue des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, Luxembourg (Luxembourg National Data Service, "LNDS"). You may obtain a copy of the AGPL at <https://www.gnu.org/licenses/agpl-3.0.html>.

2. Acceptance of Terms

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. The Privacy Policy describes in more detail the processing of your personal data when you access and use the Platform. Please read carefully both documents before using the Platform.

3. Use of Platform

The access to the Platform and to the e-learning modules is free of charge. The Platform is provided for your professional, non-commercial use only. You may not use the Platform for any unlawful or unauthorized purpose. You agree to comply with all applicable laws and regulations while using the Platform.

4. Registration

Some features of the Platform require registration. Registration and authentication for accessing our platform are managed through our identity and access management solution. By registering and logging in via this solution, you agree to comply with its separate terms of use and privacy policy.

By registering an account on the platform, you affirm that you possess the legal capacity to accept these Terms. This entails being at least 16 years of age and not subject to any legal protection measures reserved for adults (such as limited judicial protection, temporary guardianship, or permanent guardianship). If you are under 16 years of age, parental consent is required for acceptance of these Terms on your behalf.

5. Intellectual Property

All learning modules, courses, and other educational content posted on the Platform by LNDS are covered by copyright and are not licensed under the AGPL. These modules are the property of LNDS and may not be used, modified, or distributed without explicit permission from the copyright holders. Requests for reproduction, even partial, should be addressed in writing to LNDS at the following email address: info@lnds.lu.

6. User Content

You may have the opportunity to submit content, such as answers to quizzes and exams, comments or contributions, to the Platform. By submitting content, you grant LNDS a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content in connection with the Platform.



LNDS reserves the right to modify, remove, disable and block user content from the Platform for any reason and, especially, if LNDS believes it violates these Terms or other applicable laws and regulations.

7. Code of Conduct

You agree to use the Platform in a manner consistent with its intended purpose and to refrain from engaging in any conduct that could harm the Platform or its users. This includes but is not limited to:

- Using the Platform in a way that breaches the present Terms or violates local or European laws and regulations.
- Trying to obtain unauthorized access to the Platform, to the systems or networks associated with it, or to intercept data.
- Altering the operation or integrity of the Platform or the data it contains,
- Interfering with the operation of the Platform or attempting to access any data or information without authorization.

If any of these obligations are not complied with, LNDS reserves the right temporarily or permanently to suspend your user's account.

8. Termination

You may at any time terminate your use of the Platform and delete (or request LNDS to delete) your user account. Further, LNDS may at any time terminate or suspend your user account and access to the Platform, without prior notice or liability, if it has reasonable grounds to believe that you have violated these Terms, engaged in fraudulent or illegal activities, or otherwise acted in a manner that disrupts the operation of the platform or harms other users. Upon termination by you or LNDS, your right to use the Platform will cease immediately.

9. Third-Party Links

The Platform may contain links to third-party websites or resources. LNDS is not responsible for the availability or accuracy of such websites or resources and does not endorse or assume any responsibility for any content, advertising, products, or other materials on or available from such websites or resources.

10. Disclaimer of Warranties

The Platform is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied. LNDS disclaims all warranties, including warranties of merchantability, fitness for a particular purpose, and warranties that may arise out of course of performance and non-infringement. If you discover inaccuracies, erroneous information or information of a clearly unlawful nature, please contact LNDS at media@lnds.lu.

11. Limitation of Liability

To the fullest extent permitted by law, LNDS shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Platform (including operating loss, loss of opportunity, harm to image or reputation, commercial or financial loss), even if LNDS has been advised of the possibility of such damages. Under no circumstances can LNDS be held liable for losses due to you, from difficulties inherent to the operation of the Internet network and generally any



telecommunications networks, irrespective of their nature, from a third party or an event of force majeure or any damage to hardware, software or data, for example, contamination by a virus, suffered by you from your use of the Platform.

LNDS does not assume liability for incorrect information or other errors resulting from technical problems or other reasons beyond its control.

12. Availability of the Platform and of the e-learning modules

Access to the service may be interrupted for maintenance and updating reasons and in emergencies. Generally, LNDS cannot be held liable for any interruption of the service irrespective of the cause, duration or frequency, and shall not give the user any right to indemnity. LNDS cannot be held liable for any loss of money or reputation or for any special damage, either indirect or induced, resulting from an interruption in the service.

LNDS reserves the right to modify, update, or remove any content, including e-learning modules, made available on the Platform at any time without prior notice. This includes changes in course materials, assessments, or instructional content. By accepting the Terms, you acknowledge and agree that LNDS shall not be liable for any consequences resulting from such modifications.

You are solely responsible for your internet network connection and the costs incurred in connecting to that network or use of equipment. You are responsible for ensuring that the technical characteristics of the equipment you use allow you to access the Platform and to take any measures appropriate to protect against any malware infections.

13. Miscellaneous

Should individual provisions of these Terms be invalid, this shall have no effect on the validity of the remaining provisions.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Luxembourg, without regard to its conflict of law provisions. Any dispute between the parties in connection with this website or these website terms shall be brought exclusively before Luxembourg courts.

15. Changes to Terms

LNDS reserves the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting to the Platform. If changes are made, LNDS will inform you by email or via our Platform to allow you to look at the amendments before they become effective. Your continued use of the Platform after any such changes constitutes your acceptance of the modified Terms. If you do not agree to the new Terms in whole or in part, it is recommended that you stop using the Platform.

16. Contact Us

If you have any questions about these Terms, please contact us at info@lnds.lu.



By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use the Platform.

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