

Study contract

between

Brand Academy GmbH

Lilienstraße 5-9

D-20095 Hamburg

sponsor of the Brand University of Applied Sciences

hereinafter referred to as “BA”

and

Salutation:	_____
Titles before names:	_____
First names:	_____
Surnames:	_____
Titles after names:	_____
Street, house number:	_____
Zip code, city, country:	_____
Citizenship:	_____
Date of birth:	_____
Place and country of birth:	_____
Phone number:	_____
E-mail address: ¹	_____

hereinafter referred to as “**Applicant**”.

¹ Your e-mail address is required for your access to the learning platform.

Study program	Duration and form of study	Tuition fee
MBA Brand Marketing - Brand Management	<input type="checkbox"/> 18 months (full-time)	9,900 Euro
	<input type="checkbox"/> 24 months (part-time)	9,900 Euro

The study format (full-time or part-time) can be changed later. Please note that part-time studies in Germany are not eligible for BAföG (federal student financial aid).

Promotion and Discount

From the total tuition fees listed above, any possible promotional amount will be deducted if applicable. After deducting this possible promotional amount, further discounts are possible.

I redeem the following promotional amount: _____ Euro

☐ I pay the entire tuition fee at once via independent transfer and receive a 4% discount on the total tuition fee after deducting any possible promotional amount.

☐ I pay semi-annual installments via independent transfer and receive a 2% discount on the total tuition fee after deducting any possible promotional amount.

☐ I pay monthly installments via SEPA direct debit and receive no discount.

The study program was recommended to me as part of the "[Bring a friend](#)" -promotion by:

First name: _____

Last name: _____

Email address: _____

Payment method

☐ I hereby authorize the BA to collect fees from my account via SEPA direct debit. At the same time, I instruct my financial institution to honor the SEPA direct debits drawn by the BA on my account.

Creditor Identification Number: DE13ZZZ00001303415. Mandate reference will be communicated separately.

Account holder: _____

First name: _____

Last name: _____

Financial institution: _____

IBAN: _____

BIC: _____

A SEPA direct debit mandate can be used for bank accounts in all countries within the Single Euro Payments Area (SEPA). For bank accounts in Switzerland and countries outside the SEPA, please contact us at bud.office@brand-university.de if you wish to make monthly payments.

In the case of a SEPA direct debit mandate, a refund of the debited amount can be requested within eight weeks, starting from the debit date. The conditions agreed with the financial institution apply.

☐ I transfer the fees independently in advance to:

Account holder: Brand Academy GmbH

Bank name: Hamburger Sparkasse

IBAN: DE04 2005 0550 1206 1418 04

BIC: HASPDEHHXXX

An independent transfer of fees in advance is only possible for one-time or semi-annual payments.

☐ My employer covers the fees partially or fully.

You can find the application for cost coverage here:

<https://www.brand-university.de/en/downloads/download-portal-mba-distance-learning>

Health insurance

☐ I have statutory health insurance and have notified my health insurance company that I will be studying.

☐ I have private health insurance and have informed my health insurance company that I will be studying.

☐ I am not subject to health insurance or am exempt from health insurance.

Registration

I hereby register for the study program selected above, taking into account the general terms and conditions of the contract, and confirm that the information I have provided is complete and correct. This contract comes into effect when the BA makes the first study content available to me on the learning platform. I confirm with my signature that I have read and understood the general conditions and the information on data protection below and that I am informed about the right of withdrawal.

Date, place

Signature of the applicant

General conditions

1. Implementation of the study program

1.1. Course title and degree

The Brand Academy GmbH (Lilienstraße 5-9, D-20095 Hamburg; sponsor of the Brand University of Applied Sciences; hereinafter referred to as "BA") undertakes to carry out the above-mentioned study program in accordance with the applicable study and examination regulations. The contract comes into effect when the first study content is made available to the student on the learning platform.

Upon successful completion of the degree program, the student acquires an academic degree in accordance with the study and examination regulations applicable to the given degree program. The content of the courses offered, and the amount of time allocated to them are set out in the curriculum in the module handbook, which is made available to the student in a suitable form.

The BA would like to point out that there may be restrictions on the availability of course content from later modules for newly introduced degree programs, and that it is not always possible to guarantee the free choice of the sequence of course content for newly introduced degree programs. Nevertheless, the BA guarantees that the content of the relevant degree program can be completed within the standard study duration.

1.2. Modification of curricula

The BA is entitled to make changes to the organization and content of the degree course. This right includes the adaptation of the curriculum as well as the redistribution of modules of the degree program, provided that this does not jeopardize the objective of the degree program.

1.3. Admission to studies

Enrolment and admission to the degree course are carried out in accordance with the applicable enrolment and admission regulations and the applicable regulations of the BA.

2. Contract term

2.1. Contract duration

The term of the contract corresponds to the duration of study. The duration of the study program begins when the BA makes the first study content available on the learning platform for the student and ends with the exmatriculation from the study program, without the need for notice of termination.

In order to qualify for admission to a study program at the BA, the student must fulfill the admission requirements in accordance with the Hamburgisches Hochschulgesetz (HmbHG) and the respective study and examination regulations of the BA.

2.2. Contract extension due to lack of proof of performance

If the student does not obtain all the required proof of performance within the contract period, the contract will be extended by 12 months free of charge.

If the student still does not obtain all the required proof of performance within this free extension of 12 months, he/she can apply in writing for a fee-based extension of the contract up to 14 days before the free extension expires. The BA may accept or reject this application. For the period of a fee-based contract extension, an additional support fee of 400 Euro per month must be paid for the continued use of the BA's services.

2.3. Ordinary termination of the contract

The contract can be terminated at the end of each calendar month. The earliest possible termination can be made at the end of the sixth calendar month from the start of studies. The notice period is six weeks. Notice of termination must be given in text form by e-mail.

2.4. Extraordinary termination of the contract

The right to extraordinary termination of this contract for good cause remains unaffected. Important reasons for extraordinary termination on the part of the student include, in particular, life-threatening illnesses and the death of the student.

If admission to the degree program expires, is revoked or withdrawn after conclusion of the contract, the student may terminate the contract within two weeks without observing a notice period.

On the part of the BA, important reasons entitling to extraordinary termination include in particular the event of non-payment of outstanding tuition fees on time, violations of the BA's study and examination regulations, criminal acts by the student at the expense of the BA, if the person does not meet all admission requirements for the chosen degree program and cannot prove this in the required form in accordance with the enrolment and admission regulations or if it is foreseeable that a necessary (re)accreditation of a degree program will not be granted.

2.5. Leave of absence

In cases of illness or other proven personal reasons for being unable to attend, the student can apply for a leave of absence for a period of 3-12 months, at the earliest at the end of the sixth calendar month from the start of their studies. The application for a leave of absence must be submitted in text form via e-mail to studienberatung@brand-university.de at least one week before the desired start of the leave of absence. Only full calendar months can be applied for. A maximum of three leaves of absence are possible, of which a maximum of two may be consecutive. Early termination of the leave of absence is only possible on the first day of the month and must also be announced one week in advance.

The mutual rights and obligations of the contract are suspended for the period of the leave of absence. During the period of leave of absence, the student does not have to pay any additional tuition fees, cannot access the learning platform and cannot acquire any study or examination credits. The study contract cannot be terminated during the period of a granted leave of absence.

The leave of absence extends the contract term by the duration of the leave of absence taken.

2.6. Failure to pass necessary examinations

In the event that the student fails all possible attempts of an examination required for the successful completion of the degree program, the study contract ends without the need for termination upon final failure. In this case, the student will be exmatriculated.

3. Tuition fees

3.1. Cost Models for Each Time Variant

If the study form and duration is changed during the course of study, the tuition fees applicable at the time the study contract is concluded will be used as the basis. The student will receive an overview of the tuition fees to be paid from the BA.

3.2. Tuition fees for the program

The costs for the selected study program, excluding promotions and discounts, are shown above.

The tuition fees do not include the costs for additional work equipment, such as computer hardware and software, legal texts, reference books (unless they are part of the study material), telephone, postage and remote data transmission costs.

3.3. Administrative fees

A one-time administrative fee of 299 Euro is charged for processing the application. This administrative fee is due immediately after the contract is signed and will be invoiced to the applicant. If the applicant is admitted to the program and begins their studies, the administrative fee will be credited towards the tuition fees. If the applicant is not admitted to the program or does not begin their studies, the administrative fee will not be refunded.

3.4. Payment method and payment deadline

Tuition fees are to be paid according to the payment option selected in the study contract. Tuition fees are paid for the first time after the withdrawal period has expired. For installment payments, the monthly installment is due on the 15th of each month. If a SEPA direct debit mandate is in place, the tuition fees will be debited retroactively. Otherwise, students are obligated to transfer the tuition fees to the BA retroactively.

If the student wishes to complete their studies before the end of the contract term specified above, any outstanding tuition fees due until the regular end of the program must be paid in full beforehand. Changes to the amount of tuition fees may result from promotions and discounts in effect at the time of registration.

If students have chosen to pay tuition fees for a specific period or in full in advance, the payment method and payment deadline for tuition fees may vary as stated above.

3.5. Reimbursement of fees

If the student gives extraordinary notice of termination after the start of the course, the BA will refund the student a proportion of the fees already paid in advance for the course. If the BA terminates the study contract with the student for cause, the student will be refunded the tuition fees paid in advance on a pro rata basis.

4. Recognition of prior achievements and qualifications

Previous knowledge and qualifications can be recognized on application within the framework of the study, examination and crediting regulations. Recognition of prior knowledge and qualifications means that recognized modules do not have to be taken again by the student. The duration of the contract may change accordingly. All other parameters of the contract remain unchanged. The student will be informed about the recognition of prior learning and qualifications within the framework of the study, examination and credit transfer regulations.

5. Obligations of the student

5.1. Payment of tuition fees

If tuition fees are not paid by the due date, the BA is entitled to invoice the student for any applicable fees and expenses. Irrespective of this, the BA is entitled to terminate the contract without notice if the student defaults on payment of tuition fees. If the student opts for an advance payment before the

start of their studies, they are only entitled to a prepayment discount if the payment amount is received in the BA's account within the payment deadline specified on the invoice..

5.2. Completion of coursework using online tools

The provision of academic services will take place through the use of online tools, which may also require data processing outside the EU. The details of data processing are explained separately in information on data protection below.

5.3. Checking using plagiarism software

The student is obliged to provide an electronic version of his*her examination paper in an electronically copyable and readable format (DOC, DOCX, PDF, RTF, ...) to enable the BA to check his*her examination paper using plagiarism software. The student grants the BA and third parties specifically commissioned by the BA the right to use the examination paper for this purpose.

5.4. Protection of copyright

All course content and media are protected by copyright. Any use in cases other than those contractually permitted is not permitted and requires the prior written consent of the copyright holder. This applies in particular to making available to the public via the Internet, copying and passing on to third parties. Saving and printing the study content and media for personal purposes is permitted.

5.5. Further duties

The student accepts the current study and examination regulations for the above-mentioned degree program of the BA as binding.

6. Learning platform and digital teaching material

Central learning processes in the degree course and study organization are handled online. The provision of the necessary technical equipment is not included in the tuition fees. Students are obliged to find out for themselves whether they have access to the online tools and other technology used by the BA that are necessary for the execution of the study contract. Students are responsible for ensuring that the technical equipment (hardware and software) of their choice is compatible with the requirements of the BA. Applicants are able to check this compatibility as well as the necessary online tools and the required technical study equipment (soft - and hardware) on request by means of test access to the learning platform. The BA learning platform is password-protected. The access data will be communicated to the student at the beginning of the course and he*she assures not to pass this data on to third parties and not allow unauthorized third parties access to the learning platform or to the learning materials of the course.

7. Right of withdrawal and consequences

The student has the right to withdraw from this contract within one month without giving reasons. The withdrawal period is one month from the date the contract comes into effect when the first study content is made available on the learning platform. In order to exercise the right of withdrawal, the student must inform the BA of his*her decision to withdraw from this contract by means of a clear written declaration (via e-mail). To meet the withdrawal deadline, it is sufficient for the student to send the notification of the exercise of the right of withdrawal before the withdrawal period has expired. The revocation must be sent by e-mail to: studienberatung@brand-university.de.

If a student withdraws from this contract, BA shall refund all payments received from that person, at the latest within 14 working days from the day on which BA receives notification of the withdrawal from this contract. For this repayment, BA will use the same means of payment that was used for the original transaction, unless expressly agreed otherwise.

8. Data protection

The details on the processing of personal data and the rights of the student in this context are explained in the information on data protection below. The student agrees that the BA may store, collect and process personal data resulting from the application documents or the execution of the contract to the extent necessary. The student is informed that the personal data provided to processors and sub-processors for the purpose of drawing up the study contract and fulfilling the contract may be transferred outside the European Union and the European Economic Area (in particular to the USA). The basis for ensuring an adequate level of protection for the transfer of personal data to the USA is the adequacy decision of the European Commission pursuant to Art. 45 GDPR. The sub-processors are either a company certified under the EU-U.S. Data Privacy Framework or/and standard contractual clauses (SCC) have been agreed with them. Furthermore, the student agrees that in legally defined cases his*her data may be forwarded to the competent authorities.

9. Liability of BA

The BA is liable for damages resulting from an intentional or grossly negligent breach of duty by one of its legal representatives or vicarious agents. The BA shall also be liable for damages resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by one of its legal representatives or vicarious agents. Otherwise, liability for damages based on a simple or slightly negligent breach of duty or a simple or slightly negligent tortious act committed by legal representatives or vicarious agents is excluded, unless

essential obligations are violated, compliance with which is necessary to achieve the purpose of the contract or which arise from justified claims of special trust. In these exceptional cases, liability is limited to compensation for foreseeable damages.

10. Place of jurisdiction and final provisions

German law shall apply to all claims arising from and in connection with this contract. In the event that the student moves his*her place of residence or habitual abode out of the Federal Republic of Germany after conclusion of the contract or his*her place of residence or habitual abode is not known at the time the action is filed, the jurisdiction of the German court responsible for BA's registered office shall be agreed for all disputes arising from or in connection with this contract in accordance with § 38 (3) ZPO. For those persons who do not have a place of jurisdiction in the Federal Republic of Germany at the time of conclusion of the contract or during the term of the contract, the jurisdiction of the court with jurisdiction for BA's registered office is also agreed in accordance with § 38 (2) ZPO. For periods in which the person concerned has a domicile or place of habitual residence in the Federal Republic of Germany, this jurisdiction agreement shall have no effect.

BA does not participate in dispute resolution proceedings within the meaning of the German Consumer Dispute Resolution Act (VSBG).

There are no ancillary agreements to this contract. Amendments or additions to this contract must be made in text form to be effective. Amendments or additions to this provision itself must also be made in text form. Should one or more provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. In the event of a gap in this contract, a provision shall be found that corresponds to the meaning, purpose and economic content of the remainder of the contract.

Information on Data Protection

The Brand Academy GmbH (Lilienstraße 5-9, D-20095 Hamburg; sponsor of the Brand University of Applied Sciences) wishes 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 controller

Brand Academy GmbH
Lilienstrasse 5-9
D-20095 Hamburg
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

3. Data processing for the creation of the contract

Brand Academy GmbH collects the following data in the course of drawing up the contract: Salutation, title introduced, first names, last names, title suffixed, address (street, house number, postal code, city, country), citizenship, date of birth, place and country of birth, telephone number, e-mail address, health insurance, program, duration, fee, payment method, desired payment method, signature.

This data is collected for pre-contractual services (examination of admission requirements, entry check) and for the creation and fulfillment of contracts (Art. 6 para. 1 lit. b GDPR).

4. Recipients of the data

Brand Academy GmbH works with certain external service providers to process your data. We guarantee that the transfer of data is carried out 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 privacy 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. BA uses HubSpot as a customer relationship management system to automate marketing and sales processes and to manage and improve customer relationships.

- eLeDia GmbH
e-Learning in dialog
Wilhelmsaue 37
10713 Berlin
Germany

You can find more information on data processing at: <https://eledia.de/page/imprint>

- Simovative GmbH
Landsberger Street 110
80339 Munich
Germany

You can find more information on data processing at: <https://www.simovative.com/datenschutz>

- Paul Sandwijk (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 camera, microphone and screen recording. Please note that personal data such as your ID, image and video will be collected and processed during the exam. The processing of this data is solely for the purpose of exam monitoring to ensure the integrity of the exams.

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

You can find more information on 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 identify 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.

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, surname and e-mail address will be stored 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 that is collected before a login to the learning platform

When you access the learning platform via a web browser, data is transmitted to us or recorded by us. This access data is stored 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 detect vulnerabilities, to recognize and remedy resource shortages in good time and to identify misuse of server resources in good time. The processed access data includes

- Name of the website accessed
- Browser type and version used

- Operating system used by the visitors
- Previously visited page of the visitor (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 may 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, e.g. personal description, profile photo (user picture), picture description for the user picture, other names (first name, surname, 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).

The following data is also processed during the administration and support of the learning platform: selected language, customer role, first or last access to the learning platform, information on evaluations (evaluations/evaluation overview), active browser sessions incl. IP address, course / course, status in the course / course, time zone, login, activity on learning platform, time of server request, amount of data transferred, MoodleNet profile ID, login name, log data, submission of assignments / assessments, trainer feedback, communication via the tools contained 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 on 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 courses on 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 studies, contact with the university, relevance of studies 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 analysis by the university, whereby the research results are published exclusively in an 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 site. Cookies are small text files that are stored in your browser. There are two types of cookies that are used on the learning platform:

- MoodleSession (session cookie): This cookie must be allowed to keep you 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 is retained even after you log out. The next time you visit the website, your login name will already be entered for logging in. You can disable this cookie, but then you will always have to re-enter your login name.

Many web browsers can be configured so that cookies are deleted automatically when the program is closed. You can view, monitor or prevent 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 successfully log in. This cookie must be allowed so that your login is retained when you switch 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 some courses, the provider YouTube is used to embed videos. YouTube is a video platform where 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, browser language settings, system date and time of access and the identifier of your Internet browser. YouTube stores the data collected for 13 months.

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

The processing company is Google Ireland Limited (Google Building Gordon House, 4 Barrow Street, Dublin D04 E5W5, Ireland). The primary place 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. As the data may 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 the handling of user data 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 identity card will be recorded and processed before the exam and your image and video with audio will be recorded and processed during the exam. The processing of this data is solely for the purpose of exam monitoring to ensure the integrity of the online entrance exams.

The following data is recorded by Proctorio before and during the test: static image capture in the pre-check, the identity card for the identity check, 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 the performance of the examination (Art. 6 para. 1 lit. b GDPR) as well as to fulfill legal obligations for the proper performance of the examinations (Art. 6 para. 1 lit. c GDPR in conjunction with § 59-60 in conjunction with § 111 HmbHG).

The Turnitin software from PlagScan GmbH (Subbelrather Straße 15, 50823 Cologne, Germany) 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 identify 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 work submitted (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 queries. Your e-mail address is required 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

Your data will be stored after collection for as long as is necessary to fulfill the above-mentioned purposes.

7. Transfer of personal data to a third country

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

The basis for ensuring an adequate level of protection for the transfer of personal data to the USA is the adequacy decision of the European Commission pursuant to Art. 45 GDPR. The sub-processors are either a company certified in accordance with the EU-U.S. Data Privacy Framework or/and standard contractual clauses (SCC) have been agreed with them.

8. Rights of the data subjects

In accordance with 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), whereby the lawfulness of data processing based on consent before its withdrawal is not affected (Art. 7 para. 3 GDPR). Please note that you do not have a 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 competent data protection supervisory authority in the event of unlawful processing of your data (Art. 77 GDPR)