Individualität ⬢ kennt keine Muster.

Terms of Use

proALPHA BIC CLOUD Training Environment for Partners

Introduction

proALPHA GmbH (hereinafter "proALPHA") offers selected proALPHA partner companies (hereinafter "PARTNERS") access to the software for process modeling "BIC CLOUD" from the solution partner GBTEC Software AG (hereinafter "GBTEC"), which allows the PARTNER to use certain processes for training and/or testing purposes free of charge for a limited period of time. This does not include products from other partner companies or from proALPHA group companies.

The BIC Cloud Platform is a modular solution. The "BIC CLOUD Training Environment" (also "Environment") provided here is a platform our partners can use to model, analyze and optimize business processes.

1. Scope

1.1. These Terms of Use govern the use of the "BIC CLOUD Training Environment" by the PARTNER.

1.2. proALPHA may adjust and change these Terms of Use at any time without prior notice.

The currently valid version can be viewed and printed at the following link:

https://www.proalpha.com/en/trustcenter

2. Access to the Demo Environment

2.1. After successful participation in the Method Training (PR-MT1), the PARTNER receives an account for the demo environment from the respective trainer. proALPHA may accept or reject the application for an account at its sole discretion.

2.2. The PARTNER undertakes to use this environment only for training purposes. If the PARTNER wishes to electronically view or even model the business processes stored in the archived copy (for instance, for a customer project) after the user accounts have been deleted, they must acquire the corresponding licenses to use the BIC platform from the company GBTEC Software + Consulting AG, Gesundheitscampus-Süd 23, 44801 Bochum. proALPHA shall provide the PARTNER with a copy of the archived copy upon request.

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3. Right of Use

In addition to these proALPHA Terms of Use, the current terms of use of GBTEC Software AG apply. You can find them here: www.gbtec.com/terms-of-use/.

4. Obligations and Responsibilities of the PARTNER

4.1. The PARTNER undertakes to treat the access data confidentially and carefully.

4.2. The PARTNER undertakes not to intentionally disturb, interrupt or manipulate the software and training environment.

4.3. The PARTNER shall ensure that its users do not misuse the training environment, in particular that information containing illegal or immoral content (or references to such content) is not transmitted or placed in the training environment. In addition, national and international copyrights, patents, brand rights, name rights, trademark rights and any other industrial property rights and personal rights of third parties must be observed. The PARTNER shall be solely responsible for the content created, transmitted or provided by its users in the environment.

4.4. Insufficient system knowledge and poor security measures entail the risk of unauthorized access to the PARTNER's computers. It is the sole responsibility of the PARTNER to obtain information about the necessary security measures and to apply them accordingly.

4.5. The PARTNER shall oblige its users to comply with these Terms of Use. The PARTNER shall be liable for all breaches of obligations committed by its users who are granted access to the environment.

4.6. proALPHA shall be entitled to block the environment for the PARTNER in case of suspected violations of these Terms of Use.

5. Liability

proALPHA assumes no liability whatsoever for damages resulting from the PARTNER's use of the training environment. For this reason, any claims of the PARTNER for damages are excluded.

6. Access Period

6.1. The demo environment may be used for an unlimited period of time upon the activation of the account. It ends at the latest when there is no longer an active partner agreement between proALPHA and the PARTNER.

6.2. proALPHA may terminate the use at any time without giving a reason and with immediate effect.

7. Data Protection and Data Security

7.1 The PARTNER is aware that its personal space in the environment can be viewed by all partners of the company. proALPHA assumes no liability for the PARTNER's creation and storage of data and processes

7.2 We process your personal data when you contact us on business, when you want to use the environment and work with us on projects. In addition, we process your personal data, for example, to fulfill legal obligations, to safeguard a legitimate interest or on the basis of your consent.

Depending on the legal basis, the following categories of personal data are concerned:
- First name, surname
- Communication data (phone, e-mail address)
- Department

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- Account information, especially registration and credentials

We do not pass on your data to third parties. For your successful registration with BIC CLOUD it is necessary to forward your data to the service provider GBTEC.

GBTEC Software AG,
Gesundheitscampus-Süd 23,
44801 Bochum

E-mail address: datenschutz@gbtec.com
Phone number: 0234-97645-209

7.3 You have the right of access to information, rectification, erasure, restriction of processing, objection to the processing and data portability. If you have given your consent to the processing, you are entitled to revoke it with effect for the future.

7.4. In accordance with Art. 21 Para. 1 GDPR, you have the right, on grounds relating to your particular situation, to object at any time to the processing of personal data concerning you which is based on Art. 6 Para. 1 lit. e) GDPR (data processing in the public interest) or pursuant to Art. 6 Para. 1 lit. f) GDPR (data processing to protect a legitimate interest), this also applies to profiling based on this provision. In case of your objection, we will no longer process your personal data and you will either not be given an account for the BIC CLOUD test environment or, if you already have an account, it will be deleted immediately in case of your objection.

8. Final Provisions, Applicable Law and Place of Jurisdiction

8.1. These terms of use are subject to German law.

8.2. The exclusive place of jurisdiction is Kaiserslautern.

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