

General Terms and Conditions for the Use of telc Online Placement Tests

June 2015

Preamble

The telc GmbH is a non-profit-making organisation which for over 45 years has been developing language tests which now cover ten languages. For fast and reliable assessment of language skills, telc gGmbH has developed the *telc Online Placement Test*, which assesses participants' language skills in accordance with the six levels of the Common European Framework of Reference for Languages from A1 to C2.

The customer wishes to utilise the *telc Online Placement Test* through an Internet connection. For carrying out and managing the tests, telc gGmbH works together with an IT service provider which is responsible for the technical usability of the tests.

§ 1 – Logins

To make use of the *telc Online Placement Tests* the customer will receive from telc gGmbH an administrator access to the online platform. In addition, telc gGmbH will provide the customer to order with the required number of participant login-data (=accounts). The data will each comprise a login and an accompanying password. The minimum number of logins per order is set at 25. The logins become invalid a calendar year after transmission of the administrator access to the customer.

§ 2 – User rights

By providing the login-data (participant logins as well as administrator logins), telc gGmbH grants the customer the simple right not assignable to any third party to use the copyright-protected telc Online Placement Tests, all original user rights of which are vested in telc gGmbH.

The customer may call up and advertise the licensed tests (hereafter designated „works“) exclusively for his own testing purposes and specifically may not allow third parties access to them.

The use of the works by the customer in any other way is prohibited. Use is thus specifically prohibited (i) when it is a case of any form of targeted or systematic provision or distribution of parts of the works irrespective of whether a fee is charged for such a service or (ii) when it is a case of a comparable commercial activity. Furthermore, it is prohibited to copy either the complete contents of the works or any part thereof or to store it in any other way or to adopt it.

The customer is not entitled to alter the works, to adapt, convert, transform or translate them or to utilise them in any other way in contravention of copyright law. Copyright markings and other endorsements by telc gGmbH may not be removed, defaced or altered in any other way.

§ 3 – Use

The customer will also receive from telc gGmbH guidelines for execution of the tests and a checklist for preparation of the tests. If required, telc gGmbH will give the customer information and advice regarding the use of the test.

Technical hosting of the test platform is undertaken by the IT service provider, which is responsible for implementing all technical requirements for reliable and round-the-clock execution of the tests such as availability, bandwidth, capacity, backup, safeguards against outage etc. and provide these on a continuous basis. In the event of technical difficulties being encountered during the test, a freephone technical hot-line of the IT service provider is available from 10:00 to 17:00 CET on Mondays to Fridays.

§ 4 – Obligations of the customer

The customer undertakes:

- a) to observe the telc gGmbH requirements for completion and procedure of the *telc Online Placement Tests* as notified at the time the tests are ordered. This concerns in particular provision of the Technical Requirements in advance of and on the day the test is carried out on the basis of the Checklist provided and the Guidelines for Administrators. Before the test is carried out, the demo test, available on the website www.telc.net/placement, must be called up on the PCs involved. telc gGmbH accepts no liability for technical difficulties which may arise as a result of failure to observe the Technical Requirements.
- b) to pass on to the participants all necessary information for completion of the placement test such as procedure, login-data, guidelines for participants.
- c) to find out about any possible technical updates from the website www.telc.net/placement.
- d) to observe all legal regulations when using the platform and the works, in particular the laws and regulations relating to data protection.

§ 5 – Liability

Type and scope of the online access service made available by the IT service provider are based on the technical, legal and commercial framework regulations currently applying to the data networks used. The place of data transfer is the interface between the portal operator's server and the Internet or other data networks. The responsibility of telc gGmbH does not extend to the operation of this portal by the IT service provider; it is restricted to the grant of user rights to the placement test.

§ 6 – Logo

telc gGmbH is entitled to take up the logo and name of the customer in its reference lists. Similarly, the customer is entitled to take up the logo and name of telc gGmbH in its own reference lists.

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