

**GTC**

**General Terms and Conditions (GTC)**

**of the loan contract for an iPad along with accessories**

between the City of Hagen and the borrower

This GTC regulates the conditions, under which the city of Hagen provides the borrower with an iPad along with accessories for participating in the subject offerings by the school including for the preparation and follow-up work of the subject contents. They are an essential part of the loan contract.

### **1. Free provision**

The loan device is owned by the city of Hagen and is provided to the borrowers by the city of Hagen free of charge.

### **2. Contract period and termination**

The contractual relationship starts upon signature by both parties in this loan contract and is valid for an indefinite period.

If the student leaves the above-mentioned school, then the contractual relationship automatically ends on the last school day at the school.

All the contractual parties have the option of terminating the loan contract at any time with immediate effect. An appropriate notice in writing is required for this.

The borrowers are obliged to return the loan device to the school in proper condition once this loan contract ends. The loan device must be returned latest by three working days after the loan contract ends.

If the loan device is not returned within the period of three working days, the city of Hagen can refuse the late acceptance without further warning or notice and instead demand the amount required for the replacement procurement from the borrowers. The compensation for damages is otherwise based on the provisions of the German Civil Code (BGB). Whether the city of Hagen accepts a late return or does not is at their discretion.

### **3. Obligation to give information**

The borrowers undertake to provide information about the whereabouts of the loaned device and to show the loaned device at any time upon request from the school or the city.

### **4. Centralised device management**

The borrowers acknowledge that the device is administered centrally via a mobile device management system and that this can lead to restrictions in use. To prevent theft, the device's location data may be transmitted to Mobile Device Management and, if necessary, be evaluated exclusively by authorities responsible for the same.

## 5. Use

The loan device is made available to the borrowing student for the purposes of taking lessons until the end of the loan contract.

The loan device must not be used for private purposes or by third parties, but should only be used for the participation of the student in the subject offerings of the school, including the preparation and follow-up work.

When using the device, the applicable legal provisions and school regulations should be followed. This includes copyright, youth protection, data protection and criminal law as well as school rules.

No internet connection and no device-based protection for youth are provided with the loan device.

Moreover, as no youth protection filter system can offer 100% protection, the legal guardians or teachers are responsible for exercising educational supervision over the (Internet) content opened while operating the devices in the respective area of use at home or at school.

More detailed information on Internet use, on content suitable for young people on the Internet, or on the configuration of home networks are available here among others things:

<https://www.klicksafe.de/eltern/elternfragen-konkret/>

It is expressly forbidden to download or load other apps, programs or other documents onto the loan device that are not required for the described subject offerings.

With the commissioning of the loan device or with the use of applications and apps, the borrower(s)\* agree to the respective end-user license contracts as well as end-user license agreements (EULA).

In particular, the end-user license agreements of Apple Inc. (iOS, iPad) and Microsoft Corporation are applicable for the delivery condition of the loan devices, which can be viewed here:

<https://www.apple.com/legal/>

<https://www.microsoft.com/de-DE/useterms>

Costs incurred for charging the device at the borrower's home are borne by the borrower and will not be reimbursed.

Only the accompanying power supply unit may be used for charging.

Costs for an internet connection, if any, are also borne by the borrowers.

The loan device should only be kept in the protective cover provided.

The city of Hagen, the fund provider or the funding program is indicated on the loan devices. The borrowers must ensure that this identification remains unchanged on the devices and legible on the loan device during the loan period. Otherwise, the school must be informed and replacement of the identification should be ensured.

## **6. Data storage**

All data stored on the loan device, including presentations, course transcripts, elaborations, etc., will be deleted after the loan device is returned. There will not be any data backup by the city of Hagen.

Backup of data is the individual responsibility of the borrowers. The city of Hagen is not liable for any loss of data.

## **7. Due diligence/Liability**

The borrowers ensure that the loan device is handled with care and must not entrust the loan device to a third party.

The borrowers are liable for all damages, losses and functional impairments that occur to the loan device during the contract period and thereafter until it is properly returned, unless they cannot be held responsible for them. The borrowers are not responsible for normal signs of wear and tear in the context of contractual use pursuant to Section 602 of the German Civil Code.

In the event of loss, damage or destruction of the loan device, the city can demand from the borrower the amount necessary for replacement procurement to compensate for the damage.

The borrowers are not permitted to carry out repairs or procure replacements without authorization or to commission them. Prior approval from the city of Hagen is mandatory.

The city of Hagen decides about a possible replacement of the devices based on the recommendation from the school.

### **a.) Theft**

If the entrusted loan device is stolen, the borrowers must file a complaint with the police without delay. The official police report must be submitted in writing to the school and the City of Hagen, Department of Education, within three working days.

### **b.) Loss**

Any loss must be reported to the school without delay.

**c.) Damage**

Any damage or functional impairment to the loan device or accessories must be reported to the school without delay after the damage / functional impairment occurs.

The borrowers are jointly and severally liable according to Section 421 of the German Civil Code (BGB).

**11. Insurance**

To protect against theft or damage (for example, damage to display) of the loan device, insurance can be taken with an insurer of the borrowers' choice on their own responsibility. The costs for the insurance are borne by the borrowers.

It is recommended to contact in advance any third-party liability or a household insurance that may already exist with the borrowers. Corresponding services may possibly already be included in the existing insurance contracts or can be booked in addition.

**12. Support**

The first level support for the devices is provided by the school.

**13. Miscellaneous**

Any changes or additions to this loan contract are only effective if they are agreed in writing. This also applies to changes to this clause requiring the written form.

Should individual provisions of this loan contract be ineffective or void in whole or in part, or should become wholly or partially ineffective or void because of a change in the legal situation or through supreme court rulings or in any other way, or if this contract has loopholes, then the parties agree that the remaining provisions of this contract remain unaffected and valid. In this case, the contracting parties undertake to agree, considering the principle of good faith, to replace the ineffective provision with an effective provision which comes as close as possible to the meaning and purpose of the ineffective provision and which is to be assumed that the parties would have agreed at the time of conclusion of the contract, if they had known or foreseen the ineffectiveness or nullity. The same applies if this contract should contain a loophole.