

# MIAMI AD SCHOOL PORTFOLIO PROGRAM CONTRACT

## Application and Enrollment Procedures: (Please type or print clearly.)

1. Submit this enrollment form, the completed application tasks, 1 letter of recommendation, 2 forms of identification and a registration fee of €100 (covers administrative expenses incurred in processing new students; one-time fee; this amount does not apply toward your tuition).
2. A personal interview is required, too. If you do not live in the Hamburg or Berlin area and cannot arrange a personal interview without hardship, you may do it online or submit a video interview. Contact us to request a video interview questionnaire.
3. Once you have submitted your application, assignment, letter of recommendation, 2 forms of identification, the €100 registration fee, and had a personal video or online interview, you will be notified by mail regarding your acceptance.
4. Your enrollment contract is not binding until it has been accepted in written form by our Admissions Director.

## Personal Information:

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_

Area Code/Phone \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_ ID# \_\_\_\_\_ Email Address \_\_\_\_\_

High School from which you graduated: (Diploma or equivalent required.) \_\_\_\_\_

Schools attended beyond high school level and dates attended: \_\_\_\_\_

Name of School \_\_\_\_\_ Dates Attended \_\_\_\_\_ Major/Degree \_\_\_\_\_

Name of School \_\_\_\_\_ Dates Attended \_\_\_\_\_ Major/Degree \_\_\_\_\_

Person to contact in case of an emergency \_\_\_\_\_ Area Code/Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip or Postal Code \_\_\_\_\_

## References: Please list the names of two references other than family:

Name \_\_\_\_\_ Area Code/Phone \_\_\_\_\_

Name \_\_\_\_\_ Area Code/Phone \_\_\_\_\_

## Academic/Professional References: Please list the names of two college teachers or professional references:

Name \_\_\_\_\_ Area Code/Phone \_\_\_\_\_

Name \_\_\_\_\_ Area Code/Phone \_\_\_\_\_

I apply for the following program:  Art Direction  Copywriting  Creative Technologist  plus Bachelor (3 years)\*  plus Master \*

I would like to start in:  Summer 20\_\_\_\_  Fall 20\_\_\_\_  Winter 20\_\_\_\_  Spring 20\_\_\_\_

Is there something we should know healthwise, so we can be even more supportive to you?

\_\_\_\_\_  
Please explain any physical handicaps or chronic health conditions.

I heard about Miami Ad School from: \_\_\_\_\_

Would you like information on housing?  Yes  No

\* The Bachelor and Master Study Program are held in collaboration with Steinbeis School of Management and Innovation (Steinbeis SMI). The programs are subject to the contractual bases and regulations of the individual institutions. Overall costs for the Bachelor Program are EUR 31,200.— to 33,800.—, and EUR 30,760.— for the Master Program. Fees for application, immatriculation and examination may be charged additionally.

# MIAMI AD SCHOOL EUROPE PORTFOLIO PROGRAM CONTRACT

between \_\_\_\_\_ (Student)  
and Miami Ad School Europe GmbH, Finkenau 35e, 22081 Hamburg,  
Germany (MASE), **place of study: 10827 Berlin, Feurigstraße 54,**  
starting \_\_\_\_\_.

**1. Portfolio Program.** MASE offers teaching of a 24 month portfolio program in either Art Direction or Copywriting. Detailed information on the programs, the course contents and the schedules are defined in Attachment A. Language of teaching and for submitted work is English. The Student has successfully submitted his/her application and qualified for enrollment. The Student herewith bindingly accepts the offer of MASE to enroll for the complete selected program, subject to the terms and provisions of this Contract. If joining the BA program without prior working experience an additional quarter for a tutorial might be mandatory.

**2. Teaching.** Teaching is based on a quarterly system. Each quarter is 11 weeks in length, followed by a break varying from about 1 to 3 weeks depending on the time of the year. It takes eight (8) quarters to complete a portfolio program. Details are defined in Attachment A. To graduate the Student must complete a defined number of clock/credit hours. Course content is subject to change depending on market demands. MASE is aiming to offer teaching reflecting always the most recent practical needs of possible future employers or principals of the Student in order to allow him/her a successful professional career after graduation. Course schedules may change, for example due to faculty commitments outside of school and other good reasons. Schedules will vary from quarter to quarter, also dependent upon faculty workload in their professional positions. Students shall expect to take classes in the morning, the afternoon or in the evening. MASE will make reasonable efforts to accommodate the Student's work schedule. MASE reserves the right to make changes to the details of their course syllabi/contents.

**3. Supplies.** Students must own / pay for their necessary supplies. Supplies requested as a condition of the admission are: (1) Apple Macintosh® Notebook, WLAN equipped (approx. € 1,200 – 2,000) (2) Software: Subscription to Adobe® Creative Cloud (InDesign, Photoshop, Illustrator, Acrobat DC, to start with); a text editor. (3) Digital Camera with adjustable settings (approximately € 150 – 350). (4) Additional supplies according to the schedules, for a cost of approximately € 150 – 300 per quarter. Details and requested specifications will be bindingly defined by MASE.

**4. Tuition Portfolio Program.** Tuition is € 2,600 (two thousand six hundred EURO) for each quarter, to be paid in advance one month before start of the respective quarter the latest by the Student to MASE. Total cost (excluding supplies) for the portfolio program therefore is 20.800 €. In case the Student does not qualify at the end of one quarter for the next quarter, or does not pass graduation after finishing the regular program of 24 months, additional tuition according to the additional time spent in the program may fall due. The tuition covers all lessons in the classes as outlined, all respective material presented by MASE, using of MASE facility and services of the personnel as defined by MASE, all certifications. It does not cover all additional expenses like supplies (Sec.3) and personal costs like travel, housing, food and beverage, insurance and similar services. In case the Student is unable to attend MASE offers, f.e. because of illness, no refund is possible.

**5. Legal Status.** Students are responsible for their own belongings. MASE is no employer and does not offer travel arrangements, housing, food and beverage nor insurance or similar services. Students must comply with all applicable laws including immigration and taxation. MASE requires that Students maintain to their own benefit reasonable insurance cover on medical treatment (at least to such extent as needed for approval by immigration authorities). MASE recommends also third party liability and property insurance. All costs of such insurances shall be paid for by the students. The Student shall attend all classes, examinations and other MASE arrangements except for good cause. All rights of the Student under this Contract are personal rights. The contemplated rights are not transferable to a third person or entity.

**6. Examination and Graduation.** MASE will continuously monitor the Student's progress. Enrollment for a higher quarter needs successful participation of all preceding quarters. Prior to final graduation after completing the last quarter, the Student must successfully pass a "portfolio review" by one or more professionals, certifying the Student's portfolio is at an acceptable professional standard. Failure to pass may require additional training (at an additional tuition in accordance with Sec. 4 of this Contract), as decided by MASE. After the requirements have been met, the Student is entitled to submit a second portfolio for review and

final decision on his/her graduation. A Diploma of MASE is awarded after successfully passing the final portfolio review. Details are subject to the Examination and Graduation Terms in Attachment B of this Contract. MASE maintains a placement assistance program for their graduates but cannot guarantee any employment.

**7. Withdrawal, Termination, Complaints.** The Student enrolls for the complete 24 month portfolio program. The Student may withdraw from this Contract by written notice received by MASE not later than 14 days after signing of this Contract. In such case, all tuition payments are refunded (except the enrollment fee). The Student is furthermore entitled at any time to declare his/her withdrawal from the program by written notice to MASE, effective at the end of the current quarter or in case the next quarter starts at the time of the receipt of the withdrawal notice within 14 days or less, effective towards the end of the next quarter. In case a Student withdraws in fact from the program without respective notice, MASE reserves the right to determine his/her withdrawal. As a professional school, MASE requires its Students to demonstrate a mature and serious approach to their education, to comply with the rightful decisions of competent MASE personnel, especially teachers and MASE administration, to respect the personal rights of their teachers, other students and MASE personnel, and not to endanger their health or property in any way. MASE shall be entitled to terminate this Contract and to dismiss the Student in case (1) the Student fails repeatedly, or after a respective warning letter had been issued, or in a substantial way, to comply with (a) MASE's school rules as outlined above, or (b) with applicable laws, or in case (2) the Student can be evidenced not to reasonably benefit from the program or not to make satisfactory progress by objective standards, or (3) in case the tuition for the respective quarter has not been paid prior to the beginning of the classes, or (4) in case it can be evidenced that the Student has made false or misleading statements, directly or implicitly, in his/her application documents or interview. MASE shall inform the Student of any respective complaint in writing and shall give the Student a reasonable grace period to rectify his/her approach or to make the requested progress. In serious cases which further enrollment is not tolerable to MASE or to the other Students, MASE may terminate this Contract and dismiss the Student with immediate effect. Students wishing to appeal a decision affecting their status in MASE or to bring a complaint involving a teaching person, they must submit it in writing to the president or a managing director of MASE. A hearing will take place to discuss the matter, giving the Student a fair opportunity to be heard will his/her arguments and to bring impartial witnesses and/or other evidence into the discussion. The managing board (including the President) of MASE will decide on the appeal or complaint bindingly, notwithstanding the Student's right to challenge any decision with the competent local court in Hamburg according to the applicable procedures.

**8 Health and Responsibility.** All Students are requested to avoid risks, harm and damage to other Students, to personnel of MASE, and to any third parties in connection with teaching and other MASE events, through possible health problems of their own, including psychological problems. In case of such problems which may entail risks or cause harm or damage of a more than negligible extent (meaning an extent which is considered to be generally accepted as a typical ordinary risk of life) to others, the Student has to take all reasonable measures for the avoidance of such risks, harm and damages, including to stay away from teaching and other MASE events if necessary (f.e. in order to avoid infection of others) and to make use of proper professional medical and health care to effectively cure such problems. In case a Student fails to comply with these rules, or to evidence it, after a respective request, or in serious cases without such warning, MASE shall be entitled to terminate this Contract and to dismiss the Student with immediate effect. The same applies in case medical or health problems possibly affecting third persons in the way described, including psychological problems, cannot be evidenced to be expectedly cured, or which actually have not been cured, within a reasonable time frame, typically to be defined as a period of six months. The appeal procedure against respective decisions of MASE as outlined in Sec.7 shall apply accordingly. MASE may refund any paid tuition not used at the time of the termination of the Contract under this section pro rata temporis in case the medical or health problems have developed without any fault of the Student. For the avoidance of doubt: The rules of this section shall not apply to any medical or health problem of a Student whatsoever that does not affect others or their rights or property in any way. MASE may assist Students with medical or health problems in case they fully co-operate, but MASE assumes no liability from, and in connection with, such support, and there is no claim against MASE for any specific respective assistance or supporting measure.

**9. Refunding.** Notwithstanding any right for damage compensation of other statutory or contractual rights of MASE, in case of withdrawal, termination or dismissal, the paid tuition is only subject to refunding as follows: (a) Withdrawal, termination or dismissal two weeks before start of any class of the quarter, or earlier - 90% refund (10% retention for administrative costs). (b) No such refund for the quarter is due afterwards except in cases where another qualified applicant fully pays for, and takes the place, of the Student claiming refund. No tuition for higher quarters beyond the quarter already paid shall fall due, whatsoever. - These terms take into account that higher quarters request at attendance of the earlier ones, meaning a termination in one quarter means a loss of one Student and the respective tuition for MASE in all higher quarters, and takes away the chance for another applicant to enroll for the program in the respective period. MASE retains the right to balance any refunding against claims from breach of this Contract or of tort against MASE, its teachers or other students. For any amount not refunded under the terms above, the Student has the right to evidence that the damage and/or expenses of MASE are lower than such amount, and claim that the difference has to be refunded.

**10. Privacy Guidelines.** Please find them on: [www.miamiadschool.de](http://www.miamiadschool.de)

**11. Intellectual (Non-Technical) Property Rights and Copyright.** For any work the Student produces while at MASE in connection to the scope of its programs, the Student retains all personal rights. The Student, however, waves the right that he is named as the author on any publication or duplicate of his work. MASE shall have the exclusive world-wide right of exploitation including duplication, publishing and modification, of filing for registered rights such as trademarks or design rights, of transfer of title or of granting licenses, in its and under its name, without limitation in scope or time. MASE shall, however, use such work only within the scope of its typical business, meaning especially presentation and marketing of the educational work and its results in any form, including for awards. MASE may also transfer rights to third parties without payment in order to promote the awareness of Miami Ad School and/or the Student. Payments of third parties to MASE for commercial or professional use of the work will be exclusively used for granting scholarships to gifted Students not able to fully pay for their attendance due to personal reasons (social support program especially for qualified students from regions with low average income). MASE shall acquire the property rights as outlined above free of charge, as they have to be considered a substantial part of the tuition of the Student towards MASE. The Student hereby grants the transfer of rights to MASE as outlined above; MASE accepts the transfer. The Student has the right to use his/her works for their own personal portfolio, including application for professional employment or personal presentation in case of free-lance work offers, but not otherwise without prior written permission of MASE, especially not for commercial exploitation. This Sec.9 shall survive the termination of this Contract.

**12. Protection of Personal Data and Confidentiality.** MASE respects all applicable laws regarding the Protection of Personal Data. The Student herewith expressly accepts that MASE is entitled to collect, store, compute, use and transfer his/her personal data to third parties in order to enable MASE to fulfill its education aims and to execute this Contract. Especially, the Student has consented to MASE using a questionnaire (Attachment A) needed for application and enrollment. The Student shall keep all internal or otherwise confidential information on MASE, its teachers and other students, including this Contract and its Attachments, in strict

confidence towards third parties except when disclosure is requested by competent authorities within their due power, or with prior written consent of MASE. This Sec.10 shall survive the termination of this Contract by five (5) years.

**13. Miscellaneous.** MASE shall offer the education at its facilities in Berlin, Germany, or on other Miami Ad School facilities worldwide, as specified in the portfolio program. The Student herewith confirms that he/she, before signing of this Contract, either has visited the facilities of MASE or has otherwise informed themselves about these, and accepts them as they are. MASE excludes its liability for property of the Student within its facilities other than for acts of its personnel, notwithstanding any compulsory statutory right of the Student. In case a provision of this Contract is or becomes null and void or unenforceable, in doubt the other terms and conditions shall remain in full force and effect. All modifications, alterations or amendments to this Contract (including this written form clause) shall be binding only if agreed upon by both parties explicitly in writing. Teachers are not entitled to agree to such changes on behalf of MASE but only the legal representatives of MASE itself. The Attachments (A – Enrollment, Course Contents, B - Examination and Graduation Terms, C – Internet Use Agreement) are integral parts of this Contract. This Contract including its Attachments is subject to copyright of MASE.

**Final Provision.** The inefficacy of any clause of this contract does not reflect upon the efficacy of any other clause, so long as it is not a violation of good faith. In any such case, resulting issues must be addressed and resolved in accordance with the original intent of the clause, and to the satisfaction of all parties. Such procedure may be applied to any omissions found herein.

**Please sign the following statements.** I am at least 18 years of age and certify that all statements are true and correct to the best of my knowledge. I also understand that any false or misleading statements are considered grounds for termination of studies. I agree to abide by the rules and regulations of Miami Ad School. I have read both sides of this form and understand the contents. I have retained a copy for my records. I have downloaded and/or printed an electronic catalog at least one week prior to enrollment or collection of any tuition or fees.

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student's signature  
  
Hamburg, this .....  
  
.....  
Miami Ad School Europe GmbH

### Attachment A – Enrollment, Course Contents

**1. Enrollment** will be effected by signing the Application Contract. To apply for enrollment, the Student must submit application documents as requested (certified copies of all relevant school or training certificates, work samples, CV, if applicable documents evidencing legal permission to stay for the period of teaching in Germany), fill a questionnaire drafted along the lines of the company policy, introduce him/herself in a personal or online interview, and pay an application fee of 100 € (not refundable irrespective whether enrollment takes place or not). No enrollment is possible before the fee has been paid. Enrollment of advanced students from other Miami Ad School locations into later quarters at MASE may be possible at the beginning of each quarter according to the status of the student, at the discretion of MASE, according to the applicable rules of the respective MAS locations and on written application or declaration of consent of the student. MASE is under no obligation to approve such enrollment change.

**2. Course contents and schedules** are subject to change depending on market demands. These changes will reflect practical needs and can be evidenced as such by MASE. They are not in the sole discretion of MASE. Details of course contents and schedules for next quarter will be set by

MASE and communicated to the Students during the preceding quarter. Course contents and schedules for the first quarter shall be available typically 14 days before start of the quarter (offered on MASE website [www.miamiadschool.com](http://www.miamiadschool.com) for download). All schedules set by MASE are binding for the Students.

**3. Examples of typical course contents and general outlines** of the requirements can be found in the most recent edition or volume of the printed MIAMI AD SCHOOL Catalog of Courses handed to the Student, and on its webpage ([www.miamiadschool.com](http://www.miamiadschool.com)). Students are required to read these before enrollment. By signing the Application Contract, the Student confirms that he/she has read and fully understood the respective information. MASE personnel will explain details on request.

**4. Facilities:** Teaching will take place at the facilities of MASE and the selected provider of the QA (see 6 below). Students will have to take care, and bear costs, of residing and/or travelling at/to the respective places, especially fulfilling all legal requirements. MASE cannot guarantee free access to all facilities for handicapped Students. Students should ask for respective information before application. Please note that Students

at MASE in Hamburg must use rooms in the basement and the first floor connected only by stairs, with no elevator available. MASE will assist, however, handicapped Students to select fitting places, if possible.

**5. Classes:** During the first year (first four quarters), Students take 4 - 6 lecture/critique/demonstration classes each week, with an additional 7 - 10 hours each week in lab time. Each lecture/critique class is 2 - 3 hours long. Total class time each week is minimum 12 - 15 hours but may be to up to 22 hours, with (typically 3) additional hours outside of class each week, homework and plus from time to time Guest Speaker courses. Teaching schedules during quarters 5 - 7 (including "Quarter Away") depend on the schedules of the place and/or faculty selected. Schedules during the last quarter will be individually tailored and agreed with the Student depending on his/her needs to prepare for the graduation.

**6. Quarter Away:** Students will be trained during one or more quarters in the second year of the program outside MASE, called "Quarter(s) Away" (QA). At least one QA will be offered to any Student, either through a practical time with an advertising agency combined with an accompanying internship in a Miami Ad School location, or completely in a Miami Ad School location in another country. Every Student will name three potential training places preferred by him/her for his/her QA in writing to MASE, in a respective order. Places are distributed amongst the Students

based on a ranking set by MASE. Ranking criteria are especially the general rating of a Student, the acceptance by the requested place of training and its representatives, the number of quarters already passed, and the preferences of the Student. MASE shall only offer the QA at a place not preferred by the Student in case serious reasons for such decision can be evidenced by MASE. A QA as a practical time with an advertising agency shall be only offered to Students who are rated by MASE in their overall performance as "B" or better in a grading system from A to F (A = excellent, B = above average, C = average, D = below average, F = failure). Detailed explanation please find in Attachment B2.

**7. Agency Screening:** At the end of the student's final quarter, during graduation, an agency screening will take place. Students and their work will be presented to representatives and decision makers of advertising agencies and other companies or entities which may employ or mandate graduated.

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read and accepted by the student

### Attachment B - Examination and Graduation Terms

**1. General Principles:** Examination and Graduation at MASE are based strictly and exclusively on the rating of the skills and the work of a Student.

**2. Ratings** are in a grading system from A to F (A = excellent, B = above average, C = average, D = below average, F = failure): "excellent" (in every aspect much above average, work could be professionally used without changes), "above average" (in many and important aspects above average, near professional work with only minor deficiencies), "average" (although with some deficiencies still basically sound skills and work, no substantial mistakes), "below average" (no substantial mistakes but more deficiencies), "insufficient" (major deficiencies, no reach of class objective) and "failure" (no participation, nothing of relevance to evaluate).

**3. Examination at the completion of a quarter:** Successful completion of the classes in a quarter - except the last one - which is also required to enroll for any higher quarter needs: (a) evidence that in each single class taken, the Student actually attended more than 80% of all lessons offered, (b) a combined rating of at least "average" by his/her teachers in that quarter (c) evidence that in each single class a student is not late (5 minutes or more after scheduled class start) more than 20% of all lessons offered. Students will be rated by a combined grading of their skills and work presented during the quarter. All aspects shall be taken into account, weighted and averaged. In case teachers disagree, the rating shall be subject to a voting by the teachers. The rating shall be presented to the Student.

**4. Additional Classes or Quarter:** In case a Student is rated below average in a class at the end of a quarter, he/she shall repeat the respective class during the next possible quarter. The school maintains the right to charge EUR 650,- for each repeated class. In case he/she is rated below average in two or more classes, he/she shall enroll for an additional quarter to supplement his/her training and develop his/her skills. If a Student disagrees with his/her rating as below average, he/she may contest the rating within a week from its presentation by a written request to MASE. In such case, the teachers shall give their reasons for the rating in short writing to the Student and to the directorial board of MASE, consisting of the president and the managing director(s). The Student shall have the opportunity to immediately reply to the teachers' reasoning. The directorial board shall then decide whether the rating of the teachers is confirmed or reversed, taking into account the arguments the Student has presented. The decision of the directorial board shall be final and binding. It does not need to be substantiated to the Student.

**5. Dismissal:** If a Student is again rated at the end of an additional quarter (which he/she had to enroll according to section 3) below average, he/she will be dismissed from MASE immediately and without Diploma. The Application Contract shall be regarded as terminated with immediate effect. MASE shall certify towards the Student on request only that and which classes have been taken by the Student. In case a quick improvement can be expected, MASE may decide in its own discretion to offer the Student a second additional quarter to qualify. In case the Student can show that he/she failed in the repeat quarter only due to temporarily reasons beyond his/her responsibility (especially disease, exceptional personal burden), MASE shall offer him/her a second additional quarter to qualify as well. No further additional quarters are possible.

**6. Graduation:** The last quarter shall be completed by the final graduation. To graduate the Student must typically have completed 1936 clock hours/96 credit hours of teaching at MASE. The Student shall, before the end of the last quarter, select campaigns he/she has drafted during his training at MASE and present them for his/her final personal rating. Due to the screenings by advertising agencies, the deadline cannot be extended. A minimum of seven (7) campaigns rated by the respective teachers of the courses as "good" or better is required to pass the final graduation. Students who have passed the final graduation shall be awarded a Diploma (in English language) evidencing the successful completion of the MASE training and name the selected portfolio program. No specific rating shall be contained in the Diploma. The Diploma shall be presented through a respective formal document signed by the president and a managing director of MASE. The Diploma and corresponding documents shall not be handed to the Student before the Student has paid in full all his/her outstanding debts to MASE.

**7. Analysis:** In order to support the students to pass the final graduation, at the start of the last quarter MASE shall offer a detailed personal oral analysis of the skills and work of the Student, as seen by the teachers, pointing out possible weak points and advising the Student how he/she may improve.

**8. Repetition:** Students who are unable to present the required number of campaigns rated as "good" or better shall be given the opportunity to draft further campaigns in an additional quarter and have them rated by their teachers in order to fulfill the requirements for the final graduation. Failure after such additional quarter means that no Diploma can be awarded and the Application Contract is terminated. MASE shall certify towards the Student on request only that and which classes have been taken by the Student.

**9. Request and Appeal:** A Student who may be going to miss the final graduation only by one campaign may ask for substituting the missing campaign by a campaign selected by him/her and rated at least "average" which he/she deems to also show specific skills clearly above average. The request must be submitted in writing to MASE, with reasons, not earlier than two months, not later than one month before the end of the final quarter. The directorial board of MASE decides on the request finally and binding after consulting the teacher who has originally rated the presented campaign, if possible. The possibility for such request is restricted to one single selected campaign for substitution per quarter. Additionally the Student may appeal according to the terms of section 7 of the Application Contract.

**10. Payment:** All additional quarters must be paid for by the Student at the rates valid for regular quarters.

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read and accepted by the student

## Attachment C – Internet Use Agreement

1. The school provides its students with a free Internet connection via Wi-Fi at selected locations. Students have no right to a certain scope or quality of service. The Internet connection includes only access to the World Wide Web – no other services. At its discretion, the school may at any time restrict the services offered or parts thereof.

2. The Internet connection may be used exclusively with access secured by a password. The school may change the password at any time. The password is confidential. It must not be disclosed to third parties and must be kept secured against unauthorized access. This also applies to own passwords of the student for the use of legal but password-protected websites. Upon loss of the password, as well as if third parties obtain or are suspected of obtaining knowledge of the password, the school must be notified without delay.

3. The Internet connection may be used only for the purposes of school and education and related contacts and activities. There shall be no concession to use by third parties.

4. When using the Internet connection, no fee-based pages may be visited, no fee-based services may be used, no purchases may be made, no-subscriptions may be concluded, and no online games, games of chance, or drawings may be participated in, except for legitimate sites/purchases which are demonstrably necessary for training and education, with all costs being borne by the student. The student ensures proper (electronic) documentation of all relevant transactions, including remuneration payment, which can be shown to the school upon request. There shall be no commercial use of the Internet connection or use of the connection for SPAM delivery.

5. The Internet connection may only be used for lawful purposes. All applicable laws and regulations must be observed. This applies to both German and foreign or international regulations, insofar as they are applicable in Germany or a specific Internet use has relevant contact outside of Germany. In cases of doubt, the legal situation should be clarified prior to an intended use.

In particular, ...

... no illegal sites may be visited (including in particular sites on which criminal offenses are committed, prepared, or promoted, as well as prohibited sites that glorify violence, contain pornography, or are contrary to law protecting minors)

... no third-party copyrights and other intellectual property rights may be violated (in particular no illegal downloads may be carried out, and no filesharing = trading using peer-to-peer networks)

... no illegal actions may be carried out or supported (in particular, no one may be harassed, threatened, spied on (such as by sniffing), insulted, or slandered by the use)

... no personal rights of third parties may be violated (this includes in particular the "right to one's own image" of third parties)

6. The student must use the Internet connection in a manner consistent with adult behavior. This includes fair and respectful treatment of third parties over the Internet connection.

7. Culpable violations of law or violations of the provisions of this agreement on the use of the Internet connection, or the school contract, may result in the liability of the student. The student can therefore be held

liable, that is, he/she must reimburse all damages, costs, and expenses to injured third parties and/or the school. This may also include legal costs. The school may also request indemnification from third-party claims. It is known to the student that prosecution measures can be initiated if necessary and/or he/she may be required to submit cease and desist declarations enforced by penalty for the future. The student can also be held liable for the conduct of third parties whom he/she allowed access to the Internet connection.

8. If there is reasonable suspicion or evidence of a serious violation of the provisions of this agreement on the use of the Internet connection, the school can block the connection of the responsible student temporarily or permanently. Proportionality is to be observed. For minor infringements, a warning will first be issued; in the event of repeat offenses, blocking is allowed. All sanctions to which to which the school is entitled in the school contract shall remain unaffected by this. Any violation of this agreement on the use of the Internet connection is also a breach of the school contract.

9. There is an obligation to inform the school if a breach of these provisions becomes apparent to a student at any point, even after the fact.

10. Liability of the school in connection with the use of the Internet connection is excluded. The school only provides access; no protection, such as antivirus or firewall, is provided. Use of the Internet connection is at the own risk of the student. Reference is made in particular to the possibility of data loss, actions of malware, and espionage by third parties. Exclusion of liability does not apply to gross negligence or willful acts or omissions of the school.

11. It is the obligation of the student to equip his/her own computer appropriately with current antivirus software, security updates, and a firewall if necessary.

12. Technical manipulations and the use of corresponding software by the student to bypass security measures that the school has taken to prohibit violations of the rules are not permitted.

13. The school has access to the data of the student on their private computers as necessary for the proper operation of the Internet network, including for troubleshooting, or when there is a specific legal duty on the part of the school or official or judicial instruction. The student expressly agrees to this.

14. The above agreement is valid for the entire period of actual use of the network by the student, regardless of the existence of the school contract.

The student declares to have read and fully understood the above agreement. All questions in this regard have been answered. The student declares agreement with the contractual arrangements stated above.

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read and accepted by the student