

# Terms and Conditions for DigiQ

## Effective Date:

Welcome to DigiQ, a comprehensive platform for managing student data through our interface, DigiQ-Track. These Terms and Conditions govern your use of our platform and services. By accessing or using DigiQ, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with any part of these terms, you must not use our services.

## 1. Definitions

- **"DigiQ"** refers to the digital platform developed by DigiQ for tracking and managing student data.
- **"DigiQ-Track"** refers to the user interface of the DigiQ platform.
- **"User"** refers to any individual or entity that accesses or uses DigiQ.
- **"Personal Data"** refers to any information that relates to an identified or identifiable individual, as defined under GDPR.
- **"University Representative"** refers to any authorized individual from the user's educational institution.

## 2. Acceptance of Terms

By registering for and/or using DigiQ, you agree to these Terms and Conditions and any updates or modifications that may be made from time to time. We reserve the right to update these Terms and Conditions at our discretion. Your continued use of DigiQ after any changes signifies your acceptance of the new terms.

## 3. User Registration

To use DigiQ, users must complete the registration process by providing accurate and complete information. Users are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.

## 4. Data Collection and Usage

By using DigiQ, you consent to the collection, use, and sharing of your personal data as described in our Privacy Policy. This includes but is not limited to the following types of information:

- Personal identification information (e.g., name, email address, department of education)
- Academic information (e.g., courses, grades, attendance records, ECTS points)
- Usage data (e.g., login times, interaction with the platform)
- Sharing data with other university partners within the DigiQ Consortium for collaborative educational and administrative purposes

## **5. Data Sharing**

You agree that DigiQ may share your personal data with your university representatives for the purposes of academic administration and support. This may include:

- Sharing attendance records with professors
- Providing grade reports to academic advisors
- Allowing university staff to track your academic progress

## **6. User Conduct**

Users agree to use DigiQ for lawful purposes only and in a manner that does not infringe the rights of or restrict the use and enjoyment of the platform by other users. Prohibited activities include but are not limited to:

- Misrepresenting your identity or affiliation
- Interfering with the operation of DigiQ
- Attempting to gain unauthorized access to other users' data

## **7. Intellectual Property**

All content and materials on DigiQ, including but not limited to text, graphics, logos, and software, are the property of DigiQ or its licensors and are protected by intellectual property laws. Users are granted a limited, non-exclusive, non-transferable license to access and use the platform for personal, non-commercial purposes.

## **8. Disclaimer of Warranties**

DigiQ is provided on an "as-is" and "as-available" basis. DigiQ makes no warranties, express or implied, regarding the availability, reliability, or accuracy of the platform. To the fullest extent permitted by law, DigiQ disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **9. Limitation of Liability**

To the fullest extent permitted by law, DigiQ shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use DigiQ
- Any unauthorized access to or use of our servers and/or any personal data stored therein
- Any interruption or cessation of transmission to or from DigiQ
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our platform by any third party

## **10. Indemnification**

You agree to indemnify and hold harmless DigiQ, its affiliates, officers, agents, and employees from any claim or demand, including reasonable attorneys' fees, arising out of your use of DigiQ, your violation of these Terms and Conditions, or your infringement of any intellectual property or other right of any person or entity.

## **11. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of **Denmark**. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts located in **Aarhus, Denmark**.

## **12. Termination**

DigiQ reserves the right to terminate or suspend your access to DigiQ at any time, without notice, for conduct that DigiQ believes violates these Terms and Conditions or is harmful to other users of the platform, DigiQ, or third parties.

## **13. Contact Information**

If you have any questions about these Terms and Conditions, please contact us at [digiqtrack@gmail.com](mailto:digiqtrack@gmail.com).