

Danfoss Learning – Terms of Use

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Danfoss respects your concerns about the privacy of the personal data you provide to us. Your acceptance of these Danfoss Learning Terms signifies your consent to the collection, use, disclosure and storage (processing) of your personal data for the purposes set out herein.

Terms

1. By accepting these Danfoss Learning Terms, you also consent to the Terms of Use and the Privacy Policy of Danfoss as available on the site: www.danfoss.com at any time – also made available on the Danfoss Learning site. When using Danfoss Learning, Danfoss' Terms of Use and Cookie & Privacy Policy (found at the bottom of all pages) therefore also applies to your use and your personal data. These Danfoss Learning Terms, will take precedence to the general Danfoss Terms of Use and Danfoss Cookie & Privacy Policy to the extent such terms conflict herewith.

Use

2. Access is granted to you personally. You may only use your access to Danfoss Learning for educational purposes. You may extract reports or evidence of your completed courses or status at any time for your personal use.
3. You are responsible for the proper use of Danfoss Learning and the private nature of your personal data. You must ensure that your access to Danfoss Learning takes place on an authorized basis, and that the password is only used for the purpose intended. You must notify us in writing, and in accordance with the procedure prescribed by Danfoss at any time, upon termination of your use and access to Danfoss Learning. You are responsible for all use of Danfoss Learning by use of your Login ID until Danfoss has removed your login ID.
4. Danfoss reserves the right to change, suspend, remove or disable your use or access to Danfoss Learning in case of any breach of the Danfoss Learning Terms.
5. The Learning Material contains proprietary information which is owned by Danfoss and protected by applicable intellectual property rights. Except as expressly permitted herein, the Learning Material may not: i) be used for any other purpose except in compliance with these Danfoss Learning Terms; ii) be

copied or reproduced in any form; or iii) be modified, rented, leased, sold, distributed or exploited commercially in any way.

6. The Learning Material is provided on an “as is” and “as available” basis” for educational purposes only and any use hereof is at your sole risk. The application, results or information generated thereby, if any, are not and cannot substitute technical advice, are not promises for energy savings or specific results and should not be relied on as accurate data or analyses.
7. Danfoss disclaims all warranties and conditions regarding the Learning Material, whether express, implied, or statutory, including, but not limited to, conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, and non-infringement of third parties’ rights. Danfoss does not warrant that the Learning Material or Danfoss Learning will meet your requirements or that the operation hereof will be uninterrupted or error-free.
8. You accept that Danfoss may from time to time and without notice modify Danfoss Learning. Danfoss may also at any time stop the use, shut down or otherwise disable Danfoss Learning for any reason and without any liability for Danfoss. Danfoss will seek to make notifications to users regarding such information prior to it taking place. Information may be made only on the Danfoss Learning Site.
9. Unless expressly agreed otherwise in separate agreement, all costs and expenses incurred in connection with your signing on to, your access to and your use of Danfoss Learning shall be for your own account. You accept to abide by the technical requirements for use of Danfoss Learning at all times.

Personal Data – Data Controller

10. These Danfoss Learning Terms apply to all data - including your personal data in particular - provided by you in your registration and use as a user of Danfoss Learning. Danfoss Learning is operated by Danfoss and on behalf of the Danfoss Group companies located worldwide.
11. By your registration and use of Danfoss Learning – you provide your personal data to Danfoss A/S, Nordborgvej 81, DK-6430 Nordborg, Denmark, being the parent company of Danfoss group. Danfoss A/S is the data controller for the purposes of collection and processing of data in respect of Danfoss Learning. Danfoss is responsible for that all persons or companies having access to or processing your personal data will abide by these Danfoss Learning Terms.

Personal Data – Use and Purpose

12. Danfoss may use your personal data to administer your account, to maintain and improve Danfoss Learning, to target relevant courses and training to you and users, and for other marketing activities directed at you in relation to Danfoss products and services. Danfoss may generate training reports based on user account information, e.g. activity and course types.
13. Danfoss may contact you by way of e-mail, text message, telephone or mail with respect to above purpose.
14. Your personal data will be stored and will be accessible worldwide to relevant employees in sales, marketing and training departments, managers and employees within the Danfoss Group who are authorized to access your data in our training system. Danfoss may allow authorized service partners to process your personal data, when there is a legitimate need to such processing, and only on behalf of Danfoss in accordance with Danfoss instructions.

15. Your personal data is saved and stored on servers located either on the territory of European Union, or in countries approved as having adequate data protection laws, and either by Danfoss owned servers or servers hosted by authorized service provider bound by agreement with Danfoss.
16. Your personal data will be kept by Danfoss, or it's authorized service partners acting on its behalf, as long as your account is active. If you have not used your account (logged into your account) for 24 months, Danfoss retains the right to de-activate and delete your account. Thereafter your personal data will be deleted without further notice.

How to revoke your consent. Information about Danfoss Group countries

17. You can at any time revoke your consent and profile by way of writing an email to Danfosslearningsupport@danfoss.com, or by sending a letter to [Danfoss A/S, Danfoss Learning, Attn: Data administrator, Nordborgvej 81, 6430 Nordborg, Denmark]. Danfoss will ensure that your account and data is deleted. Kindly note that you will not be able to use Danfoss Learning without a personal account and the required personal data. You can always register again as a new account.
18. Information about relevant countries in Danfoss Group can be found at www.danfoss.com. Some of these countries may be located outside your country, and/or the European Union. You understand and confirm that the content of privacy laws may vary in different countries and consent that your personal data may be transferred to the country which does not provide similar protection as the laws in the country where you live. Danfoss take appropriate measures to continue to protect your data.

Cookies

19. The application utilises only first-party cookies (i.e. those set and consumed by the LMS itself) and purely for session maintenance purposes

When you access the application, cookies (specifically *JSESSIONID* and *CsessionID*) are set in order to maintain affinity for a given session. This ensures that you see only data relevant to your own login, and that your session is maintained as active for the correct amount of time before prompting again for user authentication credentials. On this basis, you must ensure that cookie support is enabled within your browser to utilise the Danfoss Learning application

Danfoss Learning does not share the value of session cookies with third-parties, and in any case these contain no user identifiable data.