

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING classEx****1. These terms of use**

- 1.1. These terms of use set out the terms between you and the classEx team, Lehrstuhl für Wirtschaftstheorie, University of Passau, Innstr, 27, 94032 Passau, Germany (“we”, “us”, “our”, etc.).
- 1.2. Subject to the terms of use we will grant you access to the classEx research and experimental tool (the “Tool”). You may use the Tool to create and run experiments.
- 1.3. Experiments are games between an Experimenter and subjects who participate in the game. These can be simple quiz questions or decision making with strategic interaction.
- 1.4. By using the Tool, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Tool. We recommend that you print a copy of these terms for future reference.
- 1.5. These terms of use apply in the same way for the use of classEx@school.

**2. We may make changes to these terms**

We amend these terms from time to time. We will inform you via email about a change in the terms. Using the Tool after that notice means that you accept the new terms.

**3. We may suspend or withdraw the Tool**

The Tool is made available free of charge. We may suspend or withdraw or restrict the availability of all or any part of the Tool immediately on giving you notice via email.

**4. You must keep your account details safe**

- 4.1. If you are provided with a password or any other piece of information to access the Tool as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 4.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 4.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [classEx@uni-passau.de](mailto:classEx@uni-passau.de).



## **5. Grant and scope of licence**

- 5.1. Conditional on you agreeing to abide by these terms of use, we hereby grant to you a non-exclusive, non-transferable licence to use the Tool and any printed material and electronic documentation relating to the Tool (the "Documentation") for the purpose of creating, designing and running experiments (the "Experiment").
- 5.2. You shall not access, store, distribute or transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or any material during the course of your use of the Tool that:
  - 5.2.1.is unlawful, fraudulent, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 5.2.2.facilitates illegal activity;
  - 5.2.3.depicts sexually explicit images;
  - 5.2.4.promotes unlawful violence;
  - 5.2.5.is discriminatory based on race, gender, religion, nationality, disability, sexual orientation or age;; or
  - 5.2.6.is otherwise illegal or causes damage or injury to any person or property.
- 5.3. You agree that you will:
  - 5.3.1.not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Tool and/or Documentation (as applicable) in any form or media or by any means;
  - 5.3.2.not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Tool;
  - 5.3.3.not access all or any part of the Tool and Documentation in order to build a product or service which competes with the Tool and/or the Documentation; and
  - 5.3.4.not use the Tool and/or Documentation to provide services to third parties.
  - 5.3.5.Not remove copyright notices or other proprietary notices from data or graphics of the Tool.
- 5.4. You agree with our cookie policy.

## **6. Experiments**

- 6.1. Experiments will not be verified or approved by us. We shall not be responsible for any Experiment, any content contained within any Experiment, and/or the results of and/or conclusions drawn from any Experiment.



- 6.2. You acknowledge that we take no warranty for any problems in the data collection or for any errors in the software.
- 6.3. You agree that you make your participants aware of the fact that some Experiments accessed through the Tool have been created, and are run by, third party researchers and not us. Additionally, where necessary, you inform participants that Experiments have not been verified or approved by us and that we shall not be responsible for any Experiment, any content contained within any Experiment, ones participation in an Experiment, or the results of and/or conclusions drawn from any Experiment.
- 6.4. Experiments must not:
  - 6.4.1. contain any material which is defamatory of any person;
  - 6.4.2. contain any material which is obscene, offensive, hateful or inflammatory;
  - 6.4.3. promote sexually explicit material;
  - 6.4.4. promote violence;
  - 6.4.5. promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
  - 6.4.6. infringe any copyright, database right or trade mark of any other person;
  - 6.4.7. be likely to deceive any person in a way that might bring about serious harm;
  - 6.4.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - 6.4.9. promote any illegal activity;
  - 6.4.10. be threatening, abuse or invade another's privacy, or cause substantial annoyance, inconvenience or needless anxiety;
  - 6.4.11. be likely to harass, upset, embarrass, alarm or substantially annoy any other person;
  - 6.4.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - 6.4.13. give the impression that they emanate from us, if this is not the case; or
  - 6.4.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 6.5. You agree that you will conduct Experiments ethically and treat participants in the Experiments with respect and inform the participant at the outset of the Experiment of the nature of the Experiment and the participant's right to withdraw his or her participation in the Experiment at any time;
- 6.6. We reserve the right, without liability or prejudice to other rights to you, to disable your access to any material or terminate any Experiment that breaches the provisions of this clause 6.



## 7. Data protection

7.1. All personal data are subject to data protection. According to Art. 4 GDPR (General Data Protection Regulation) (EU) these include any information relating to an identified or identifiable natural person. This includes, for example, information on name, postal address, e-mail address or telephone number, and if applicable also usage data such as IP addresses.

### 7.2. Personal data in the Experiment

7.2.1. You warrant that you will not collect and process personal data unless you have signed a Data Processing Agreement with us.

7.2.2. You acknowledge that you are the data controller of any personal data collected from participants in the Experiments created by you.

7.2.3. You warrant that you will collect and process personal data in accordance with applicable national data protection laws and the statutory provisions of the GDPR (EU).

7.2.4. We do not collect any additional personal information from participants in the Experiment. The Tool stores the IP address only temporarily in order to prevent multiple voting and hacking. The Tool also uses the IP address for determining the university or institution to allow a faster login. The IP addresses are anonymized immediately after completion of a game.

7.2.5. In order to determine the university or institution of a participant we transfer the IP address to geoplugin.com. geoplugin.com does not save the data.

### 7.3. Your personal data (Privacy Policy)

7.3.1. Experimenters need to register with their personal information (name, email and affiliation). We are the controller of this data. You can contact us to get information about all your personal data collected by us. We do not make automated decisions based on your personal data. The Tool stores this data only in order to provide the service and to ascertain compliance with the terms of use.

7.3.2. Personal information of Experimenters are used only for the direct exchange, e.g. with respect to the services provided by the Tool, the terms of use, additional offers, news and technical assistance. If Experiments are published in the Tool (see 8.5.), the email address and the name are shown in order to allow other users to contact the owner of the Experiment.

7.3.3. The Tool does not share Experimenters' personal information with third parties. If the use of the Tool is terminated by one of the parties, personal data will be blocked and deleted after expiration of the deadlines specified by German Law.



## 8. Intellectual property rights

- 8.1. You acknowledge that all intellectual property rights in the Tool and the Documentation belong to us, that rights in the Tool are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Tool or the Documentation other than the right to use the Tool and the Documentation in accordance with these terms of use.
- 8.2. You acknowledge that you cite the following paper in all publications which are based on Experiments and data that were collected by the use of the Tool:  

Giamattei, M. and J. Graf Lambsdorff (2015), "classEx - an online software for classroom experiments," DOI: 10.13140/RG.2.1.1007.9848
- 8.3. You acknowledge that you have no right to have access to the Tool in source code form other than as expressly provided in these terms of use.
- 8.4. We acknowledge that you shall own all rights in the Experiments you create using the Tool and the results of such Experiments.
- 8.5. In the Tool, you can publish Experiments in a repository. These become available to users of the Tool. You acknowledge that if you publish an Experiment it is subsequently subject to a Creative Commons License CC-BY-SA 4.0. It may therefore be used by others with the requirement of a proper citation of the Experimenter's contribution.

## 9. Limitation of Liability

- 9.1. Except for expressly and specifically provided in these terms of use:
  - 9.1.1. you assume sole responsibility for results obtained from the use of the Tool and the Documentation, and for conclusions drawn from such use and the Experiments;
  - 9.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms of use; and
  - 9.1.3. the Tool and the Documentation are provided to you on an "as is" basis.
- 9.2. Nothing in these terms of use excludes our liability:
  - 9.2.1. for death or personal injury caused by our negligence; or
  - 9.2.2. for fraud or fraudulent misrepresentation.
- 9.3. Subject to clause 9.1 and clause 9.2, you acknowledge that the Tool is made available to you free of charge and that, accordingly, we give no warranty as to the availability of the Tool. We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss, costs, damages, charges or expenses however arising under these terms of use or arising from any Experiments created by you or from any content contained within any Experiments or from the results of and/or conclusions drawn from any Experiments.



## **10. Termination**

- 10.1. We may terminate your use of the Tool and the Documentation under these terms of use immediately by written notice to you.
- 10.2. Upon termination for any reason:
  - 10.2.1. all rights granted to you under these terms of use shall cease;
  - 10.2.2. you must cease all activities authorised by these terms of use;
  - 10.2.3. we may immediately suspend any active Experiments created by you; and
  - 10.2.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **11. General**

- 11.1. No failure or delay by a party to exercise any right or remedy provided under these terms of use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.2. Except as expressly provided in these terms of use, the rights and remedies provided under these terms of use are in addition to, and not exclusive of, any rights or remedies provided by law.
- 11.3. If any provision (or part of a provision) of these terms of use is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.4. These terms of use constitute the entire agreement between us and you which supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter.
- 11.5. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these terms of use.
- 11.6. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these terms of use.
- 11.7. Each of the clauses of these terms of use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 11.8. These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by German law. We both agree to the exclusive jurisdiction of the courts of Passau (Germany).