

PoCA's terms of use - PORTAL DE CURSOS ABERTOS OF THE FEDERAL UNIVERSITY OF SÃO CARLOS FOR STUDENTS

Welcome to PoCA - Portal de Cursos Abertos of UFSCar!

1

1. PoCA's description.

The Open Courses Portal (Portal de Cursos Abertos) – PoCA is a free and open distance learning platform available in the Moodle Online Learning Page (Ambiente Virtual de Aprendizagem Moodle), whose activities integrate the extension program of same name, administered by the General Distance Learning Office (Secretaria Geral de Educação a Distância) of the Federal University of São Carlos (UFSCar), registered in the UFSCar's Extension Vice-Presidency by the number 23112.002203/2018-14. The courses available on PoCa provide academic training and upgrading in various fields, in addition to those aimed at promoting innovation in the teaching and learning processes. The courses are: communal, since they can be taken by a significant number of people; free, since no payment is required; online, since internet connection is necessary; long-distance, since no on-site classes are considered; open, since anyone, be them in Brazil or abroad, are able to enroll.

The certificates by UFSCar, regarding the completion of any course hosted in the platform, will be issued within the category of extension activity, in accordance to item 6 of this term.

The registration of your account, your participation and course completion in PoCA do not imply any bond to UFSCar, neither in undergraduate nor graduate courses, whose admissions have their own processes.

We are not considering any mentoring to PoCA's courses. However, assistance (e.g. mentoring) may eventually be provided by a professor to some courses. You must check on this in the courses description section available in the portal.

The approach that defines the design of the courses in PoCA is based on two principles: one is known as microlearning, and the other is known as self-directed learning. Microlearning is a distance learning method that provides specific content learning through concise processes. It usually implies delimited content selection and no time consuming activities. We recommend the course load to range between 5 to 10 hours long. The concise and small lessons tend to enable larger content intake and personalized learning, since the student can choose specifically the topics of their interest. On the other hand, the self-directed learning encourages students to engage with or without assistance in making their own content choices as well as self-assess their learning needs that might include knowledge, abilities and competence, in various technologies and media.

However, other approaches can be employed in available courses, since they continue featuring core characteristics of being massive, open, online, free and long-distance.

The courses offered at PoCA are open indefinitely, so the participants can attend them at any time, within their interest and availability. Therefore, it is not possible to inform on the certificates the start and the end dates of the courses. It is issued on the certificate: course's name, participant's name, final grade, syllabus, credit hours and the date it has been issued.

PoCA is open to courses submissions from the UFSCar Community and from other higher education institutions. The courses will be supervised by SEaD-UFSCar, and periodically evaluated in order to collect information with which we will use to improve the courses and PoCA, based on specific criteria and procedures.

2. User agreement and conduct rules online.

Please, read and agree to these terms of use to enroll in UFSCar Open Courses Portal (Portal de Cursos Abertos) – PoCA courses, have access to the content and do the assignments.

2.1. These terms of use are an agreement between you – the user – and the Federal University of São Carlos (UFSCar), through the General Distance Learning Office (SEaD). The agreement to the terms and conditions contained herein is compulsory to have access to the courses in PoCA. For further clarification on these terms, write to contato@poca.ufscar.br. SEaD reserves the right, at its discretion, to update or revise these terms of use. Please ensure you read the terms of use periodically to provide due familiarity to the latest versions. Any sort of right concessions or benefits to third parties is never to be considered.

2.2. By registering to PoCA's courses you abide by all of the conditions contained herein these terms of use, therein the code of ethics and all international, national, federal, state and local laws, rules and regulations, including copyright laws and any others related to the conveyance of technical data exported from their country of residence and all Brazilian export control laws. PoCA neither endorses the content of any of your communications, including your posts, what you share and what you comment on in PoCA, nor assumes any responsibility for those communications. As a user, you agree to be responsible in the usage of the platform.

2.3. Using the platform requires the premise of neither damaging, disabling, overloading or jeopardizing attempt of any sort to any of the SEaD and UFSCar servers nor otherwise attempt to interfere with the networks connected to any of the SEaD and UFSCar servers or with the proper function and application of the Online Learning Environment (AVA). You agree not to attempt to obtain unauthorized access to the platform, computer systems or to the networks connected to any of the SEaD and UFSCar servers by neither data mining, password tracking/tracing nor by any other means. You agree not to attempt to obtain material or information stored in the platform, in its servers or associated computers by any means other than the ones purposefully available through PoCA.

2.4. The courses may provide links to third-party websites over which SEaD-UFSCar has no control or ownership. SEaD-UFSCar has neither control nor responsibility for those third-party website's content and privacy policies/practices. Also, SEaD-UFSCar neither can nor will censor or edit third-party website's content. By accessing the courses you explicitly exempt SEaD-UFSCar from any liability deriving from the usage of content hosted on third-party websites. SEaD-UFSCar strongly advises you to acknowledge the terms of use, requirements and privacy policies of all the third-party websites you may come to access through PoCA.

3

3. Creating and canceling your account in Portal de Cursos Abertos - PoCA.

3.1. In order to access the open courses content, you will need to create an account in Open Courses Portal (Portal de Cursos Abertos) – PoCA, which deploys the Moodle Online Learning Environment (AVA-Moodle). The enrollment in the courses remains with the party concerned once they log in. By registering, you undertake the responsibility to supply the system with precise, thorough and authentic personal data. Under no circumstance will you be permitted to use or attempt to use another person's account to register or access AVA-Moodle. You are solely responsible for the activities on your account, as well as for your password to be kept safe and confidential. You must immediately contact SEaD-UFSCar by contato@poca.ufscar.br upon any safety violation or unauthorized access to your account.

3.2. Although SEaD-UFSCar holds no responsibility for any loss or damage deriving from an eventual unauthorized access to your account, you might as well be held responsible for any loss or damage that SEaD-UFSCar comes to endure on behalf of an eventual unauthorized access to your account.

3.3. SEaD-UFSCar will inform the user who comes to violate any of the requirements herein these terms of use, and reserves the right to cease access to whom incurs more than one notice of their infringing activity.

3.4. SEaD-UFSCar is entitled to, at its discretion, remove any content that comes to violate these terms of use.

4. General usage – Permissions and Restrictions.

By means of these terms of use, SEaD-UFSCar grants you permission to enroll in the courses, access their content and the assignments, ensuring that:

4.1. You agree to not use or launch any automated system including, but not limited to robots, spiders or offline readers to send more requests to SEaD-UFSCar's servers in a length of time than the amount likely to be humanly viable through a conventional browser.

4.2. You agree to neither collect or gather any personal information, including account and service names nor use the platform communication systems (e.g. comments on forums, messages, etc.) for commercial and profit-making activities.

4.3. By using the platform, you comply with all the international, national and regional applicable laws and regulations.

4.4. SEaD-UFSCar will encourage and support Educação Aberta (Open Education) policies as well as the development and usage of REA – Recursos Educacionais Abertos (Open Educational Resources), so that the courses in PoCA and all their respective material (texts, videos, audio, etc) are designed in accordance to the Ordinance no. 451, May 16th 2018 regulatory framework. This Ordinance sets criteria and procedures for open or free educational resources production, reception, evaluation and distribution that are aimed at serving regular education of official platforms and programs of Ministério da Educação (Ministry of Education). Except if stated in Creative Commons use license in PoCA's courses and materials, as in <https://br.creativecommons.org/licencas/>, all further content of the platform is covered by Law no. 9.610, February 19th 1998 http://www.planalto.gov.br/ccivil_03/Leis/L9610.htm. For further clarification on PoCA's courses and materials usage licenses, write to contato@poca.ufscar.br.

4.5. You may only upload third-party materials in PoCA by means of specifying the type of Creative Commons license granted to the original content and, in the absence of the concession, there must be an explicit authorization from the original material's intellectual owner.

4.6. You may only download material that is strictly permitted by SEaD-UFSCar, namely, those properly labeled "for download" or similar, in the platform, assured by noting what is stated in item 4.4.

4.7. You are strictly prohibited from making available threatening, harassing, offensive or libelous material in PoCA, that may also include illegal activities with the intention of accomplishing them; violate intellectual property norms particularly those regarding plagiarism; that contain inaccurate information with intentions to hamper, namely, graphics, obscene and prejudiced; prompt violence and discrimination of any sort; being politically partisan; containing computer threats, Trojan horses, worms, timebombs, corrupted files, malware, spyware, or any other similar software that might damage PoCA's or any other computer's functioning; shall the responsible for such actions be subjected to pertinent legislation.

4.8. SEaD-UFSCar reserves the right to determine whether content and information entered in the courses infringe other regulations in addition to those aforesaid.

4.9. These terms of use, the visual identity, trademarks, banners, logos and/or brand logos are all the exclusive property of SEaD-UFSCar and CAPES, rights reserved in terms of the law and other copyrights laws. In case it is necessary to use any of this material, write to contato@poca.ufscar.br specifying pertinent need to the matter.

4.10. SEaD-UFSCar reserves the right to, at its discretion, discontinue any functionalities of the platform.

5. Enrolling and participating in courses – Restrictions and Permissions.

By agreeing to these terms of use, you acknowledge that:

5.1. By enrolling in a course you become its regular student with access to its material, assignments and content available in the e-classroom.

5.2. There is no maximum number of courses in which you might enroll, acknowledging that certificates will be issued in accordance with item 6.

5.3. The courses available in PoCA are registered as extension activities in UFSCar's Extension Vice-Presidency and will be certified as such. Neither SEaD nor UFSCar hold any responsibility for the certificates' validation within any agency or circumstance to which they might come to be presented in order to obtain academic progress, working-hours registration or documental analysis in public tender, exams, tests, etc.

5.4. You fully understand that, by using the service, you are exposed to material designed by several authors, and that SEaD-UFSCar, though holding an eventual supervising role along with the PoCA's courses designers regarding the enforcement of item 4, makes no promise of preciseness, utility, accuracy and updating of the content available therein.

5.5. The usage of the information obtained through the courses, information entering and the execution of activities in the courses are of your sole responsibility, finding that SEaD-UFSCar is exempt of any responsibility regarding data loss on behalf of internet service disruption, download failure, file loss and information, material or data transference disruption.

5.6. The updates of AVA-Moodle will be ensured in order to assure its full operation. However, SEaD-UFSCar does not assure that the platform will operate without complications, disruptions, errors and free of viruses and other harmful components.

5.7. The enrollment in the courses can be either shut or restricted by any means, finding that SEaD-UFSCar is exempt of any responsibility regarding the permanent offer of PoCA's courses.

5.8. By undertaking the requirements to participate in the courses, you agree to decline to any present and future rights or compensations claims against SEaD-UFSCar regarding all matters related to the service's usage.

6. Certification.

6.1. The courses offered in the portal give entitlement to certification, provided that the student meets the minimum requirements specified for each course.

6.2. The students themselves are accountable for the certificates issue by accessing specific link in the e-classroom. The certificates will be issued by AVA-Moodle as a PDF file.

6.3. The personal information entered at the registration in the portal is the same to appear in the certificates. You are responsible for the personal information that will appear on your certificate.

7. Resignation.

7.1. You agree that the access to PoCA and the enrollment in the courses available therein are at you sole risk and discretion within legislative limits.

7.2. SEaD and UFSCar will safeguard the data privacy of the users registered in AVA, working on keeping it a safe environment by deploying proper tools within the

University's ability. However, we keep the premise that no system is thoroughly safe, thus, SEaD and UFSCar are exempt from any responsibility for any eventual damage and/or loss arising from malware environments and systems invasions, to their database or other damages.

7.3. SEaD-UFSCar neither makes no warranties, endorses, defends or takes responsibility for any goods or service disclosed or offered by third parties through the service, nor by any service hyperlink, or displayed in any banner or other sort of publicity.

7.4. SEaD-UFSCar does not participate, nor will at any discretion, be held responsible for monitoring any transaction between you and outsourced goods or services. As in any commercial transaction, you should always be cautious and make use of your best judgment.

8. Limitation of liability.

8.1. Under no circumstance will SEaD-UFSCar be held liable for any damage of any sort including direct, indirect, incidental, special, punitive, exemplary, and consequential to your personal information, content or any other sort of damage whether foreseeable or not arising from error, mistakes, and content inaccuracies, and from the use or inability to use, access and participate in PoCA's courses, as well as from unauthorized access to our protected servers and/or all and every personal and/or financial information contained therein, any transmission disruption or disconnection from or for our service, any bugs, viruses, trojan horses or otherwise, which might be transmitted for or through our service by any third parties, and/or any errors or omissions in any content, or loss or damage of any sort as consequence of the usage of any content or e-mail sent, transmitted or otherwise made available in the service based on contract, tort, negligence, offense, strict liability or any other basis even if the institution has been advised of the possibility of such damage. This limitation will be deployed to the full extension permissible by applicable law within the proper jurisdiction.

9. Compensation.

9.1. To the full extent permissible by applicable law you agree to advocate, compensate and exempt SEaD-UFSCar and its representatives from all and every lawsuit, damage, loss, costs or debts (including, but not limited to legal fees) arising from: the usage and access to the service; the violation in any of these terms' sections; the violation of any third-parties rights, including, but not limited to copyright, property and/or privacy rights; or any alleged damage the content might have caused to third parties.

9.2. Such advocacy and compensation will subsist these terms, as well as PoCA's usage.

10. Ceding term.

10.1. These terms of use and any other rights and/or licenses afforded in accordance to what lies herein shall not be transferred and/or afforded by you, but might be transferred by SEaD-UFSCar with no restrictions.

11. Miscellaneous.

By means of these terms of use regarding PoCA's open courses, you agree that:

11.1. PoCA's head office is exclusively located at UFSCar's São Carlos campus, São Paulo, Brazil.

11.2. The platform is to be a passive website with no entitlement to personal jurisdiction over SEaD-UFSCar, whether specific or general, at any other jurisdiction other than São Carlos's, São Paulo, Brazil.

11.3. These terms of use are governed by the laws of São Paulo state, Brazil, regardless of any principles of conflict of laws. Any claim or controversy between you and the public service arising partially or fully from the services are to be settled exclusively by pertinent court located within this locality.

11.4. These terms, regarding PoCA and any other legal notices posted by SEaD-UFSCar in the service, integrate the contract between you and SEaD-UFSCar regarding Moodle.

11.5. If any such provisions are held invalid by a court with jurisdiction over the parties to these terms, the remainder of these terms will remain in full force and effect.

11.6. The failure of any party with these terms will not be construed as a waiver or relinquishment to any extent to this or any other term. SEaD-UFSCar's omission in exercising any right under these terms will not be construed as waiver or relinquishment to such terms.

11.7. SEaD-UFSCar reserves the right to modify these terms at their discretion, and any modifications constitute the entire understanding between the parties as to subject matter hereof. It is your sole responsibility to reread the terms periodically in order to be updated and check for the existence of any modifications.

11.8. Your usage of PoCA after any amendment to the terms implies consent and agreement to the amended terms.

These terms were designed based on the terms of use of Portal de Cursos Abertos da Universidade Estadual do Maranhão (UEMA) and Repositório de Cursos Online Lúmina of Universidade Federal do Rio Grande do Sul (UFRGS) which kindly allowed us their use rights.