



Agreement for use of the E-learning System of Mahidol University Agreement

This Agreement set forth the terms and conditions of use of online learning through Mahidol University Extension System (Mux) or Cisco Webex Meetings Program or Learning Management System (LMS) or any other method of online learning (if any) that Mahidol University, its faculties, colleges and institutes provide the service to the students (hereinafter referred to as “E-Learning”)

With reference to the online learning policy of Mahidol University, I acknowledge and agree to the terms and conditions as follows:

1. Terms of use of E-learning

1.1 The E-Learning shall be used for the benefit of learning and knowledge development. Neither Mahidol University students nor the students of Affiliated Institutions, which are HRH Princess Chulabhorn College of Medical Science, Chulabhorn Royal Academy, and the faculty of Medicine Vajira Hospital of Navamindradhiraj University, (hereinafter collectively referred to as the “Student”), shall display any impolite or improper messages, or act that are not supported the E-Learning. The Student shall not infringe any rights that may cause any damages to Mahidol University.

1.2 In order to access the E-Learning, the Student shall access the Login by the Student’s User ID and Password received by Mahidol University.

The Student shall maintain User ID and Password as confidence. Any access to use and execute the E-Learning with the Student’s User ID and Password shall be deemed as a completed action done by the Student. The Student shall be responsible for any loss or damages whatsoever caused by those actions. Mahidol University shall not be responsible and liable caused by any other person who can access with the Student’s User ID and Password.

1.3 Images, sounds and information that are made available on the E-Learning shall be only used for the purpose of learning pursuant to specified course. Mahidol University shall not allow anyone publicizing these images, sounds and information to unauthorized person, or using for any other purposes.

The Student shall not reproduce, modify or disseminate to the public any broadcast, sound recording and any other works made available on the E-Learning which are the intellectual property of Mahidol University or any other person.

Any reproduction, modification or dissemination of the intellectual property of Mahidol University without prior permission shall be liable to penalty as prescribed in the law.

1.4 In order to use the E-Learning, the Student shall not infringe any rights of any other person, whether any person of Mahidol University or any third party. The Student shall have awareness and not violate the Professional Standards and Ethics related to the

courses, for example, a course has content of patient or deceased person, the Student shall not disseminate any health record of the patient or any information that enables, whether directly or indirectly, the identification of patient or deceased person.

2. Terms of Personal Data

2.1 What is personal data?

Personal data means any information relating to a person which enables the identification of such person, whether directly or indirectly, but not including the information of the deceased person in particular.

2.2 Personal data that Mahidol University collects

Mahidol University collects the following personal data:

- ✓ Student's first and last name
- ✓ Student ID
- ✓ E-mail address
- ✓ Faculty
- ✓ Field / Program
- ✓ Affiliated Institution (if any)
- ✓ Username (if any)
- ✓ Conversation records via online learning (if any)
- ✓ Video screen recording for online presentation / report (if any)

2.3 Sources of personal data

Mahidol University may obtain Student's personal data from the following sources:

- ✓ The registration for online learning
- ✓ The registration for online examination

2.4 The purpose of personal data processing

Mahidol University only collect and retain the Student's personal data for affirming and identifying such learner and examinee on the online learning provided by Mahidol University, including for the benefit of learner's behavior education and research, or statistics for system development and online learning.

2.5 Data processing

After obtaining personal data from the above sources, Mahidol University will operate the processing as follows:

(1) The collection and retention of the Student's personal data: Mahidol University will only collect and retain, in compliance with the laws and fairness, the Student's personal data limitedly for as long as is necessary for online learning and examination through E-Learning of Mahidol University.

(2) The Use and disclosure of the Student's personal data: Mahidol University and its faculties, colleges and Institutes, which provide service and manage the online learning

through E-Learning of Mahidol University, shall not use or disclose the Student's personal data other than the above purpose, and also to any third party unless permitted by law.

2.6 Personal data retention period

Mahidol University will retain personal data for the period of 6 years or until the Student cease the student status, whichever comes first.

2.7 The rights of the data subjects

The Student has the following rights:

(1) Right to withdraw the consent: the Student has the right to withdraw consent of personal data processing, which the Student has given to Mahidol University, at any time for as long as such personal data has retained by Mahidol University.

(2) Right to access: the Student has the right to request access to and copy of personal data related to the Student from Mahidol University, including requesting the disclosure of the acquisition of the personal data obtained without the Student's consent.

(3) Right to correction: the Student has the right to request to correct or add the Student's personal data completely and accurately.

(4) Right to erasure: the Student has the right to request to erase the Student's personal data for some reasons.

(5) Right to restriction of use: the Student has the right to request to restrict the use of the Student's personal data for some reasons.

(6) Right to data transfer: the Student has the right to request to transfer Student's personal data provided to Mahidol University to other Data Controllers or that Student for some reasons.

(7) Right to objection: the Student has the right to object to the processing of personal data for some reasons.

2.8 Privacy policy of third party websites

This privacy policy shall be used only for this E-Learning. Also it may contain links to third party websites, the Student shall read and comply with the privacy policy of third party websites which are separated from this privacy policy.

2.9 Changes to this personal data protection policy

Mahidol University will revise privacy policy regularly to be consistent with related regulations and laws. If any changes to this privacy policy, Mahidol University will inform the Student any changes on this website instantly.

To complete the Student's declaration of intention, the Student who is a minor specified in the Civil and Commercial Code of Thailand, the Student shall read with the Student's parents or guardian the terms and conditions of use of E-Learning in order to make sure that the Student understand and acknowledge such terms and conditions.