

Privacy notice for participating individuals

Program "Zero to Hero – the Fast Track" · Johner Institut GmbH · Status: September 2026

Non-binding English translation. The German version of this privacy notice is the sole authoritative text. In the event of any discrepancy, the German version prevails.

You are taking part in continuing education provided by the Johner Institute and are receiving personal access to an AI working environment provided by us. This sheet informs you how we handle your data in that context and what applies to your use. No signature is required.

1. Who is responsible for the processing

Johner Institut GmbH, Reichenaustraße 39a, 78467 Konstanz, Germany · Telephone +49 7531 9450020 · info@johner-institut.de · Managing Director: Markus Gerhart · Commercial Register HRB 710768, Freiburg Local Court

2. Our data protection officer

TÜV SÜD Akademie GmbH, Datenschutz Consulting Services · Westendstraße 160, 80339 München, Germany · datenschutz@tuvsud.com

3. Which data we process

Category	Details
Contact details	First name, surname, business email address, company
Access data	Identifier of the access assigned to you, time of set-up and of termination
Usage data	Extent of use, number of sessions, times of use

The content you process in the AI working environment is not the subject of this information. We take no knowledge of this content, even though technical access would be possible for us as the owner of the account (number 15). The inclusion of documents belonging to your employer in the AI working environment is excluded under the Special Terms and Conditions (§ 15 (1)). The program work is carried out exclusively on a provided sample product. Should this nevertheless happen, please report it to your employer and to us without delay.

4. Where the data comes from

We receive your contact details from your employer, who nominated you for participation. The access and usage data arise during use.

5. For which purposes we process the data and on which legal basis

Purpose	Legal basis
Setting up, administering and terminating your personal access	Art. 6 (1) lit. f GDPR, our legitimate interest and that of your employer in carrying out the agreed continuing education
Carrying out the program and communicating with you	Art. 6 (1) lit. f GDPR, additionally Art. 6 (1) lit. b GDPR where a separate obligation exists between you and us on the basis of your declaration
Managing a reasonable scope of use and preventing misuse	Art. 6 (1) lit. f GDPR, our legitimate interest in a functioning course operation and in compliance with our provider's terms
Evidence of participation and issuing a certificate	Art. 6 (1) lit. f GDPR
Fulfilment of statutory retention obligations	Art. 6 (1) lit. c GDPR

Where we rely on legitimate interests, we have carried out a balancing of interests. You may object to it in accordance with number 10.

6. Who receives the data

- **Anthropic Ireland, Limited**, Dublin, Ireland, as the provider of the AI working environment engaged by us (hereinafter the "provider").
- **Your employer** receives information on whether and to what extent the access assigned to you was used, and on your participation. **We do not pass the content of your work on to your employer**, we do not have it.
- Service providers that support us with operation and administration, each contractually bound.

7. Transfer to countries outside the European Union

The provider also processes data outside the European Union. We cannot give an assurance of processing exclusively within the European Union. There is no EU data residency for the service used. The transfer takes place on the basis of the European Commission's standard contractual clauses (Implementing Decision (EU) 2021/914). We will provide you with a copy on request.

8. How long we store the data

Data	Duration
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Access and usage data	until the end of the program, thereafter deletion within the provider's periods
Contact details and evidence of participation	until the expiry of the statutory retention periods

At the provider, a retention period of 30 days currently applies to business customer accounts.

On your work computer. The application additionally stores your session histories locally in plain text, by default for 30 days. Sessions that you started or last continued in the desktop app are, according to the provider, exempt from this clean-up and remain until they are deleted. These files are located on a device belonging to your employer, for which your employer is responsible. You can delete them yourself. **Note:** If you are admitted again at a later point in time using the same email address, an earlier history may become accessible again. You may request that we rule this out.

9. Your rights

You have the right of access (Art. 15), to rectification (Art. 16), to erasure (Art. 17), to restriction of processing (Art. 18) and to data portability (Art. 20 GDPR). Under Art. 20 (1) GDPR, the right to data portability exists only for data whose processing is based on consent or on a contract with you personally and is carried out by automated means. It does not apply directly to processing based on our legitimate interest. We will nevertheless accommodate corresponding requests as far as technically possible. To do so, please use the contact details given above or contact our data protection officer.

You also have the right to lodge a complaint with a supervisory authority. The authority responsible for us is the State Commissioner for Data Protection and Freedom of Information of Baden-Württemberg, Heilbronner Straße 35, 70191 Stuttgart (P.O. Box 10 29 32, 70025 Stuttgart), poststelle@lfdi.bwl.de. You may also contact the supervisory authority of your place of residence.

10. Your right to object

Where we process your data on the basis of legitimate interests (number 5), you have the right under Art. 21 GDPR to object at any time on grounds relating to your particular situation. We will then no longer process the data unless we can demonstrate compelling legitimate grounds, or the processing serves to establish or defend legal claims. An objection may result in our no longer being able to provide you with access to the AI working environment.

11. Whether you have to provide the data

Providing your name and your business email address is necessary so that we can set up personal access for you. Without this information, participation in the AI-supported course work is not possible. There is no statutory obligation to provide it.

12. No automated decision-making

Automated decision-making, including profiling within the meaning of Art. 22 GDPR, does not take place. The AI working environment generates suggestions and analyses for practice purposes. No decisions are taken about you in it.

13. What applies to your use

These points follow from the Special Terms and Conditions which your employer concluded with the Johner Institute (§§ 14 and 15) and from the provider's usage policies.

- Do not enter **any personal data or any documents belonging to your employer** into the AI working environment. The program work is carried out exclusively on a provided sample product.
- Likewise, do not enter **any documents** that are subject to an obligation of confidentiality towards third parties.
- Work **exclusively in the access provided**, not in a private account with the provider. Different terms with a different training regime apply to private accounts.
- The access is **personal**. Use it for the program work, not for other business purposes, not for third parties, and do not pass it on.
- The **outputs of the AI may be incomplete or inaccurate** and must be checked by a professionally qualified person before any use. The tool created in the program replaces neither this check nor the manufacturer's responsibility under the MDR and IVDR.
- Your access **ends when the program ends**. Secure your work results yourself by then.

14. Is your input used to train AI models?

Not under the provider's contractual terms, and we do not consent to use for training purposes. In addition, we have switched off the reporting and feedback functions through which content could otherwise reach the provider. We cannot give an assurance as to the provider's actual conduct; it is contractually bound towards us but is not under our control.

15. Who administers the environment

You are using an environment administered by the Johner Institute. The Johner Institute is the owner of the account and manages the accesses. Technically, access to the entered data is possible for it. However, it takes no knowledge of the content and processes it exclusively to carry out the program in accordance with your employer's instructions. The provider's policies apply in addition, in particular its usage policy and privacy policy.